

PUBLIC OFFER AGREEMENT

FOR RENDERING BOOKING AND

TRAVEL PRODUCT PAYMENT SERVICES

1. GENERAL PROVISIONS

- 1.1. This agreement is addressed towards individuals and represents the Tourdone.com booking system (hereinafter – the “System”) official public offer to undertake obligations for booking and payment for a tour or other System catalogue service (hereinafter – the “Product”), to execute the agreement on the following terms and conditions on a paid basis under the Tourist’s instruction.
- 1.2. The Booking Service Agreement is executed by means of acceptance of this Offer, containing all the essential terms of the Agreement, without it being signed by the parties.
- 1.3. The Offer acceptance – shall be full and unconditional acceptance of the Offer through execution of the terms specified herein by the Tourist, including performance of complete or partial payment at the System web-site as well as to the system Agent. The Offer acceptance shall mean acceptance by the Tourist of all the provisions hereof and shall be equivalent to the execution hereof and annexes hereto.

2. TERMS AND DEFINITIONS

- 2.1. Unless otherwise expressly stated herein, the following words and word combinations shall bear the following meaning:
- 2.2. Travel product (hereinafter – the Product) - any service represented in the System catalogue (multiple-day tour, excursion, entrance ticket, spa-center and restaurant services, special servicing or other services and service packages represented in the catalogue).
- 2.3. Tourist - an individual acquiring the product for personal use or other wants unrelated to business activities and being consistent with the applicable legislation.
- 2.4. Electronic ticket (or Ticket) - an electronic document (or its printed copy of standard form) confirming booking of a certain Product for a particular time or period of time, allowing to use the Product, provided full payment of the Ticket. It may be fully or partly prepaid by the Tourist.

- 2.5. Agent - an individual ordering the Product from the System in the name and on behalf of the Tourist, having executed the Agency Agreement with the System (reference to the Agreement).
- 2.6. Agent shall undertake to:
- 2.6.1. provide the Tourist with accurate and fair Product information in full compliance with the description thereof in the System catalogue.
 - 2.6.2. to confirm a Ticket on behalf of the Tourist through the System services
 - 2.6.3. to provide the Tourist with a printed-out valid Ticket in case he cannot receive it from the System personally through electronic means.
 - 2.6.4. To receive payment for the Product from the Tourist and to timely transfer the amounts received to the System.
 - 2.6.5. To sell only the Products represented in the System, at the prices indicated in the System. The Agent shall be entitled to provide the Tourist with a discount for the price indicated in the System.
- 2.7. Vendor – a legal entity immediately delivering the Product represented in the System.
- 2.8. Offer acceptance - full and unconditional acceptance of the Offer through performance of complete or partial payment by the Tourist at the System web-site as well as to the System Agent. The Offer acceptance shall mean the acceptance by the Tourist of all the provisions hereof and shall be equivalent to the execution hereof and annexes thereto. The Annexes to the Agreement are the integral part thereto. All terms contained in the Annexes hereto constitute terms of the Agreement.
- 2.9. Web-site – Internet web-site placed by the System on the Internet at the address:
tourdne.com

3. SUBJECT MATTER OF AGREEMENT

- 3.1. The System shall undertake to provide the Tourist with the Product booking and sales services in compliance with the terms and conditions hereof, and the Tourist shall undertake to accept and to pay for the System services.
- 3.2. The Tourist shall undertake to pay for the services in full. The obligations hereunder shall occur only in case of complete payment.
- 3.3. The System obligation is to provide the Tourist with the Product shall arise from the moment of the Product confirmation by the booking System.

- 3.4. In case of refusal to confirm the Product booking or absence of an answer within 72 hours from the moment of the Offer acceptance, the rights and obligations of the parties hereunder shall not occur, and the Tourist shall be recovered the money sums paid by him in full.
- 3.5. In case of the booking confirmation, the System shall undertake to provide the Tourist with the Product subject to full payment thereof by the Tourist.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The System shall undertake:

- 4.1.1. To bring to the Tourist information regarding the travel product application properties in descriptive and accessible form, namely regarding: the visit schedule, route and terms of the tour, including information concerning means of accommodation, board and lodging, tourist transportation services in the country of temporary stay, the availability of a guide and/or guide-interpreter and/or instructor-guide, as well as on the additional services, on the rules of stay in the route.
- 4.1.2. To send the Ticket or other document required to receive the Product to the Tourist not later than three hours prior to the tour.
- 4.1.3. To perform booking of the Product selected by the Tourist. The moment of the booking confirmation shall be deemed the delivery of the System notification to the Tourist via e-mail and/or placement thereof on the Personal Account.

4.2. In case of booking the Product through the Agent, the Agent shall undertake:

- 4.2.1. To deliver to the Tourist information regarding the travel product application properties (above-mentioned) in descriptive and accessible form in full compliance with the information presented in the System catalogue.
- 4.2.2. To provide the Tourist with the booking information.
- 4.2.3. To provide the Tourist with the Ticket and other documents required to receive the Product.
- 4.2.4. To familiarize the Tourist with the peculiarities of the System operation, including the procedure for the Ticket refunding, money refunding in case of booking cancellation.
- 4.2.5. To introduce the Tourist to the Offer.
- 4.2.6. To receive payment from the Tourist for the services selected (Tickets).

4.2.7. To timely transfer the payment received from the Tourist in full.

4.3. The Tourist shall undertake: to pay for the Product timely and in full in compliance with the provisions hereof.

4.4. The Tourist has read and accepted the System Booking Rules. By accepting this Offer the Tourist certifies that the aforesaid information was provided to him.

5. PECULIARITIES OF THE PRODUCT SALES

5.1. The Tourist shall select the Product independently (on the System official web-site) or through the Agent and shall receive all necessary and faithful information about the Products.

5.2. Upon selection of the Product and on receipt of the necessary and faithful information, the Tourist shall complete the electronic booking request on the System web-site and select the method of payment. The above actions confirm the Tourist's acceptance of the terms of the tour selected and provisions hereof.

5.3. Should the Tourist acquire the Product via the assistance of the Agent, he shall confirm his consent to the terms of the tour selected and annexes hereto through partial or full payment to the Agent.

5.4. The Product price indicated at the web-site shall be valid at the moment of execution hereof. Further calculations shall be performed grounding on this sum exceptionally.

5.5. The Agent shall be entitled to provide the Tourist with a discount for the Product price indicated at the web-site.

5.6. The Tourist hereby gives his consent to the processing and transfer of his personal data.

5.7. The Tourist shall provide the System and its contractors (including but not limited to the Vendor, transport companies etc.) his consent to use his personal data and the personal data provided by other tour participants for the purposes of execution hereof in the scope, required by the System and its contractors.

5.8. The Tourist shall oblige to arrive to the tour starting point according to the specification of the Product acquired. Late arrival or failure to arrive to the tour starting point for any reasons shall be deemed the Tourist's rejection of the Product with arrival of the consequences, provisioned by the Clause "Terms of Termination the Agreement".

6. TERMS OF THE TICKET REDEMPTION

6.1. Provided confirmation of booking by the System, the System shall send the Tourist a Ticket via electronic means.

- 6.2. The Ticket should be redeemed at the place of the Product receipt.
- 6.3. The Ticket may be redeemed only provided 100% payment of the Product by the Tourist. For the partially prepaid Tickets the remaining payment shall be charged directly before the redemption, at the place of the Product receipt.
- 6.4. The electronic version of the Ticket shall be as valid as its printed copy of standard form.
- 6.5. The Ticket shall not be used repeatedly after the redemption.

7. RESPONSIBILITY OF THE PARTIES

- 7.1. The Parties shall bear responsibility under the applicable legislation of Indonesia.
- 7.2. The System shall bear responsibility for failure to provide or provision of unreliable information regarding the Product to the Tourist according to the terms hereof.
- 7.3. In case of undue performance of the terms hereof on the part of the System, provided existence grounds for the payment (see "Disputes Resolution"), the System shall bear responsibility in the amount not exceeding the sums received from the Tourist as part of the payment for the Product.
- 7.4. The System shall bear no responsibility:
 - 7.4.1. For any expenses unrelated to the Product delivered.
 - 7.4.2. For the violation of the passage and luggage transportation rules, breach of Indonesian legislation and consequences thereof (arrest, removal from flight etc.) as well as non-observance by the Tourist of the rules and peculiarities of behavior in Indonesia.
 - 7.4.3. For the damage incurred to the Tourist by the third parties unrelated to the subject matter hereof.
 - 7.4.4. For the absence, loss (through no fault of the System) or invalidity of the Tourist's foreign passport.
 - 7.4.5. For the safety of personal luggage, valuables, documents and other Tourist's goods during the tour.
 - 7.4.6. In case the Tourist suffering alcoholic, narcotic or any other intoxication, or being inadequate, violates the rules of behavior in public places, afflicted damage to the furniture or surrounding persons, the Vendor representative may refuse to service him. This being so, the Tourist shall oblige to compensate material damage calculated at the amount of the expenditures actually incurred by the System and

the Executive, as well as all additional expenses which arose out of the Tourist's misbehavior.

- 7.4.7. For the Tourist disadvantaging third parties or destructing property.
- 7.4.8. In case of the Tourist's refusal from the part or all of the services being part of the Product.
- 7.4.9. For rendering additional services not provisioned by the Product Booking Request, ordered by the Tourist independently from the third-party entities and persons, as well as in case of unauthorized alteration of the paid route by the Tourist and inobservance of the rules of the group route travelling.
- 7.4.10. The System and/or the Executant shall not render insurance services independently and shall not be separate subjects of insurance relations, and, therefore, they shall bear no responsibility before the Tourist, including for the payment of insurance indemnity.
- 7.4.11. The System shall bear no responsibility for the medical expenses emerging during execution of the travel program. As a rule, coverage of the insured events expenses is provided by the certificate of insurance.
- 7.4.12. The System shall bear no responsibility for the violation of the Agency Agreement by the Agent, including reporting to the Tourist the Product information, inconsistent with the description on the System web-site; untimely Ticket issue (in case the Tourist has no possibility to use electronic means) and other documents required for the tour.
- 7.5. In case of change in the Product delivery term prior to the tour resulting from: failure to engage minimum number of persons in the group; refusal (absence of confirmation) in the Product provision or booking, as well as in other cases, the System should notify the Tourist on such changes immediately.
- 7.6. The System may offer the Tourist to exchange the Product selected for another Product from the System catalogue or to reschedule the Product delivery term within the System and the Tourist possibilities.
- 7.7. In case of failure to come to a compromise in change of the Product delivery term, the System shall refund the Tourist the funds received from him within 20 (twenty) banking days.
- 7.8. In case of failure to meet or improper meeting of the obligations to pay for the Product and/or additional services by the Tourist, the System shall be entitled to hold down the Ticket or the package of the documents required to exercise the tour, to suspend performance of its obligations and/or terminate this Agreement. In case of termination hereof for the reasons of incomplete payment at the moment of the Ticket redemption, the

System shall reserve the right to apply penalty at the amount of 100% of the sum paid by the Tourist.

- 7.9. The Tourist shall bear risk of adverse consequences and responsibility for incorrect completion of his data at the web-site.
- 7.10. In case the Tourist acquires the Product through the Agent, the latter shall be responsible before the System for incorrect completion of the Tourist's data at the web-site.
- 7.11. The Tourist shall be liable for the proper condition of his passport and other documents required for the tour.
- 7.12. The Tourist shall bear full financial liability for damaging the furniture and harming surrounding persons. In this case the Tourist shall oblige to reimburse material damage calculated to the extent of actually incurred expenses of the System and Executant, as well as all extra expenditures which arose out of the Tourist's misbehavior.

8. TERMS OF MODIFICATION AND TERMINATION OF THE AGREEMENT

- 8.1. The Tourist shall be entitled to abandon the performance hereof pursuant to the payment of the cancellation fees to the System. The Tourist is aware that actual expenditures may constitute up to 100% of the Product value.
- 8.2. The Agreement shall be terminated on a unilateral basis on the initiative of the System in the following cases:
- 8.3. In case of disconfirmation of the booking by the System. In this case, the amount actually paid by the Tourist for the Product shall be refunded to the Tourist in full.
- 8.4. In case the Product payment is performed by the Tourist in the terms established by the Agreement. In this case repayment of the Product value is performed less the established cancellation fees (see Annex). The Tourist is aware that the actual expenditures may constitute up to 100% of the Product value.
- 8.5. The System reserves the right to cancel a group tour in case of failure to engage a minimum number of persons or to suggest arrangement of an individual tour with the new tour value recalculated.
- 8.6. In case the System cannot provide the Product selected by the Tourist at the date selected by the tourist, the System may suggest one of the substitution options, including, but not limited to: rescheduling the Product for another date, change of the number of the tickets purchased at the selected date, substitution of the Product with the other Product suitable for the Tourist, reimbursement of the funds paid for the Product in full.

9. PAYMENT

- 9.1. The Tourist shall pay for the Product at the System web-site via one of the methods available thereon.
- 9.2. In case the Tourist books the Product through the Agent, the Agent shall pay for the Product at the System web-site in the name and on instruction of the Tourist by one of the available payment methods.
- 9.3. The moment of payment on the web-site is considered to be the moment of execution of the agreement between the Tourist and the System, in case the Tourist performed the payment on the web-site independently, as well as in case the payment is performed by the Agent in the name and under the instruction of the Tourist.
- 9.4. The Tourist may pay for the product immediately in full or take advantage of the partial payment option in case the Product suggests it. This being so, the remaining sum should be paid at the place of the Product receipt.
- 9.5. The payment shall be performed in the Indonesian rupiah (IDR) at the System exchange rate as at the day of payment.
- 9.6. When paying via banking card, the payment is not blocked but debited. For this purpose the banking fees (1% to 5%) may be charged. If it is found impossible to deliver the Product on the part of the System (booking disconfirmation or absence of an answer for 72 hours), the amount paid shall be refunded in full. In case of termination hereof on the initiative of the Tourist, the amount shall be refunded less banking expenses, as well as the cancellation fee (provided such fee is provisioned by the terms of the delivery of the Product selected by the Tourist).
- 9.7. In case the System changes the Product value due to: change of the tour conditions, including terms, increase of transportation rates and/or increase of duties; sudden change of the exchange rates; failure to engage minimum number of persons in the group, required for the tour (under the terms of group or excursion programs of the System); adoption of new or increase of the existing tax rates, duties and other mandatory payments; other grounds, the Tourist shall perform additional payment for the Product within 3 days. Besides, in this case the Tourist may refuse from the Product and be recovered the sums paid in full.

10. REFUNDING PROCEDURE

- 10.1. Refunding of the sums received from the Tourist for the Product shall be performed directly by the System, irrespective of whether the payment was performed by the tourist independently through the System web-site or by the Agent in the name and on the instruction of the Tourist. For this purpose the one should get in touch with the System support service operators.
- 10.2. In case refunding is performed due to the Tourist's refusal from the Product, the amount paid for the Product shall be refunded less the cancellation fees (if such are provisioned by

the Product selected), banking fees, courier expenses (if the refunding is in cash via courier services).

- 10.3. In case the System fails to confirm the booking, the amount of payment for the Product shall be reimbursed to the Tourist in full.
- 10.4. In case of failure to fulfill or improper fulfillment of its obligations hereunder by the System, provided existence of grounds for payment of the money sum, the responsibility cannot constitute more than the Product value paid by the Tourist.
- 10.5. In case of selection of payment via banking card, the amount will be refunded via transfer to the same card. In case of impossibility for the System to deliver the Product, the amount paid shall be refunded in full.
- 10.6. In case the payment was performed in cash, through teller terminal or by other means, the refunded amounts may be received at the System office. There are presumable other ways of the refund receipt upon agreement with the System operators, for instance, courier delivery.

11. CLAIMS

- 11.1. Claims for Product quality are received in form of an email to info@tourdone.com in no more than 72 hours after the Ticket validation time. System considers the claim during 10 days, after that a written reply in form of an email is provided.

12. DISPUTES RESOLUTION

- 12.1. In case of revealing undue delivery by the Vendor or failure to deliver services being part of the Product, the Tourist shall oblige to immediately inform the System operators thereof. The System in its turn shall make efforts to eliminate the Tourist's claims.
- 12.2. In case the Tourist is dissatisfied with the measures undertaken at the web-site to eliminate claims, they shall be entitled to produce written claim to the System in the way explained in "Claims" chapter.
- 12.3. The claim on non-delivery of the service being part of the Product shall be deemed groundless in case the Tourist used the alternative service suggested to him in return for the one which, for some reasons, could not be delivered. In such case the service shall be deemed duly delivered.
- 12.4. In case of non-delivery or undue delivery of the services being part of the Product by the Vendor, provided existence of grounds for the money sum payment, the responsibility shall not constitute more than the sum paid by the Tourist.

- 12.5. Material shall be deemed the following violations: failure to fulfill the obligations to deliver transportation and (or) location services, being part of the Product, to the Tourist.
- 12.6. All the disputes or controversies arising between the parties hereto or in relation hereto shall be settled in negotiations between the parties.
- 12.7. In case of failure to settle controversies through negotiations, the parties shall be governed by the applicable legislation of Indonesia.

13. CIRCUMSTANCES OF INSUPERABLE FORCE (FORCE-MAJEURE)

- 13.1. The parties shall be released from responsibility for undue fulfillment or non-fulfillment of the obligations hereunder in case of occurrence of the circumstances of insuperable force (force-majeure).
- 13.2. Such shall be as follows: fire, flood, earthquake, snow blockage and other natural of catastrophe, mass diseases, military actions of any kind, acts of terrorism, strikes, governmental bodies' decisions, change of the legislation of the country of residence or the country of stay (Indonesia) or transit, as well as restrictions in or cancellation of logistics, traffic jams and other circumstances which the Parties cannot influence or prevent by reasonable means.
- 13.3. In case of occurrence of the force-majeure circumstances, refunding of the costs paid by the Tourist hereunder shall be performed less actual System expenses.