

General Terms and Conditions (GTCs) Travel

Version 1.0 from: 11.04.2022

These GTCs are valid for all bookings from 01 March 2022.
In addition, the current Swiss Federal Law „Schweizer Bundesgesetz über Pauschalreisen“ applies.

1 Subject and applicability of the contract and travel conditions

- 1.1 These GTCs govern the legal relationship between you and travel services provided by K2-Vision AG.
- 1.2 K2-Vision AG does not offer package tours (“Pauschalreisen”). These are when transportation, accommodation or other tourist services that are not ancillary to transportation or accommodation and make up a significant part of the total service are combined into a total price and last longer than 24 hours.
- 1.3 K2-Vision AG is not a contractual partner but only an agent of individual services (“Vermittler”) such as safari boat tours or overnight stays in various accommodations. For the mediated single services of third parties also their contract and travel conditions are valid.
- 1.4 The service as an intermediary is limited to arranging the service offered by third parties (safari boat operator, owner of the accommodation) according to your order for a fee (commission). Our own service is limited to the dutiful mediation of the corresponding contract and its conclusion on your behalf. In these cases we do not assume any liability for the services provided by third parties.

2 Conclusion of contract

- 2.1 The contract between you and K2-Vision AG is concluded with the written confirmation (from us) of your booking, whereby the booking can be made in person, by telephone, in writing or electronically (e.g.: whats app, e-mail). A booking person can register more than one person, whereby the booking person is responsible for their contractual obligations (in particular payment of the travel price). These GTCs apply to all travel participants.
- 2.2 After your booking, you will receive a written confirmation containing all essential contractual information about the services booked. If the confirmation differs from the content of your booking, we will prepare a new adjusted offer. We are bound to this as long as mentioned in the offer. The travel contract is concluded on the basis

of the new offer if you accept the offer within this period by making a down payment or full payment of the travel price.

- 2.3 With the booking you confirm that you have understood and unconditionally accepted the GTCs (General Terms and Conditions).
- 2.4 The booking person declares with the conclusion of the booking that he is of legal age (18 years) and therefore fully capable of acting. In the case of bookings made by underage persons, we cannot be held liable under any circumstances. Abusive bookings made by minors can be refused by the service partners (e.g.: Liveaboard). The subsequent costs of this improperly made booking of minors must be paid by the person himself, by his parents or guardians.
- 2.5 For the safety and in the interest of other travelers, we reserve the right to refuse to conclude the travel contract. Should it become apparent during the trip that the fitness of the person traveling is limited, the responsible of the diving operation on the safari boat reserves the right to cancel the travel contract before or after the start of the trip without observing any deadlines. For example, in the case of safari boat tours, the travel contract can be terminated or a diving ban can be requested if the guest:
- Is in a mental or physical condition where diving is not recommended or poses a danger to themselves or others on the boat.
 - Has booked under false information.
 - Disturbs the trip in a lasting way.
 - Does not adhere to the specifications e.g.: Diving rules on site (maximum depth and no decompression dives) and boat rules.
- In this case you can be excluded from the trip. Possible additional costs (e.g. return transport) will be borne by you.
- 2.6 We undertake to fulfill the promised services of the trip according to service descriptions published on the Internet. In case of contradictions, the written confirmation is decisive.

3 Prices and price changes

- 3.1 Offers are understood in the currency that is also indicated on the homepage or on the Internet. For the calculation of the final travel price, the exchange rate at the time of booking applies. Please note that the exchange rate may change between the

time of the exchange rate query and the booking. The travel price listed in the offer and invoice is binding.

3.2 The following discounts are available:

- Discounts for groups of more than 7 people.
- Early booking discounts from 6 months before departure.
- Discounts for non-divers and children up to 12 years.

The amount of discount may vary for each tour and must be requested separately.

3.3 : It is possible that the prices published on the Internet must be changed, especially in the following cases:

- In the event of changes in exchange rates since the date of conclusion of the contract, the tour price may be increased to the extent that the tour has become more expensive as a result..
- Bei Erhöhung oder Neueinführung staatlicher Abgaben und Gebühren.

In these cases we reserve the right to charge price increases further, but no later than 45 days before the agreed date of travel.

In case of price increases of more than 10% you have the right to withdraw from the contract free of charge. The notification must be made in writing within 5 days after the price increase. Payments already made will be refunded without interest.

4 Terms of payment

4.1 Upon conclusion of the travel contract (booking), the following payment conditions apply:

- A deposit of 25% is to be paid at the time of booking.
- The balance must be paid no later than 45 days before departure.

Unless otherwise agreed, the 25% deposit is due within 10 days of receipt of the booking confirmation. Failure to pay on time entitles us to cancel the travel contract without further notice and to refuse the travel services not yet received. Any costs arising from the cancellation will be borne by you.

5 Cancellation conditions

5.1 If you are unable to commence the trip on the agreed travel date, you must inform us immediately by e-mail. Provided that the trip booked by you can not be represented (substitute person) and not a case of force majeure, the cancellation

conditions listed below apply. These are listed as a percentage of the tour price. The date of receipt of your cancellation is decisive for the calculation of the refund.

5.2 If a rebooking of the trip is not desired, the following cancellation conditions apply:

- Less than 90 days prior to departure = 75% refund.
- Between 31 - 90 days before departure = 50% refund
- Between 14 - 30 days before departure = 25% refund
- Less than 14 days prior to departure = no refund

5.3 A substitute person can take your place if you are unable to travel, but the following conditions must be met:

- The substitute person takes over the travel contract under the same conditions.
- The companies involved accept the changes.
- The substitute person meets the requirements of the trip (passport, visa, vaccination requirements and requirements of section 2.5).

Whether the requirements are met, whether the substitute person is suitable for the trip we decide at our own discretion.

6 Rebooking conditions in case of a Covid 19 illness

In case of a Covid 19 illness, a free rebooking of the trip is possible within 24 months from the original departure date. The following conditions must be met:

- Covid 19 disease occurs up to 30 days prior to departure - PCR test result is positive.
- The Maldives prohibits your country of residence from allowing you to enter due to government regulations.
- Your country of residence prohibits you from departing due to government regulations.

If the value of the rebooked trip is different than the value of the original trip (including taxes), the difference will be refunded or charged.

7 Insurances

7.1 Insurance is not included in the price and must be purchased separately. For you we recommend travel insurances that cover the following:

- International health insurance
- Diving insurance (if you dive)
- Travel cancellation insurance
- Corona travel protection insurance

The Corona Travel Protection Insurance covers a possible required quarantine in the Maldives and is usually offered in combination with a travel cancellation insurance.

8 Change of program of the

8.1 According to the assessment of the third party, it may be necessary to change the program of the trip. For example, a prolonged period of bad weather may mean that certain atolls cannot be visited as agreed. In this case, claims are excluded.

8.2 Cancellation of the trip

If you have to go into quarantine during or at the end of your trip, you have to bear the costs for your stay yourself.

9 Liability provisions

9.1 We are not liable for services of third parties (tour operators, transport companies, liveboard boats) which we have only mediated according to your order. Our service is limited to the careful provision of mediation services.

9.2 No liability is assumed if the non-fulfillment of the contract is due to the following causes:

- To omissions on your part before or during the trip.
- To unforeseeable or unavoidable failures of third parties not involved in the contracted service.
- To force majeure or to an event which we could not foresee or avert despite all due care, such as civil unrest, natural disasters and official measures.

9.3 Damage to property and financial losses

In the case of other damages (property damage and financial loss), we shall only be liable if a company commissioned by us is at fault, whereby the amount shall be limited to twice the travel price. If we are liable for the conduct of third party contractors commissioned by us, you must assign your claims for damages against these contractors to us. The limitations on compensation provided for in international conventions in the event of damage arising from non-performance or improper performance of the contract remain reserved.

9.4 Insurance cover

Our liability is limited in accordance with these liability provisions. In accordance with the section on insurance, we recommend that you take out travel insurance.

9.5 Safety instructions

The Federal Department of Foreign Affairs (das „Eidgenössische Departement für auswärtige Angelegenheiten (EDA)“) publishes information about countries in which there are possible security or other increased risks. You can find out about travel advice yourself from the EDA at www.eda.admin.ch/. We also recommend that you register at www.itineris.eda.admin.ch before you leave. You will then always receive the information relevant to you while you are on the road. Medical advice can be found at www.bag.admin.ch, www.safetravel.ch, www.osir.ch or www.who.int. We assume that you have read up on the travel and health advice before starting your

trip and that you are fully aware of the relevant risks. Hazards and risks may exist both en route and at the resorts, so we strongly recommend that you carefully read and follow the relevant safety instructions (e.g. in transport, accommodation, beach, safari boat, swimming pool, sports facilities). In all vacation areas, natural events (e.g. storms of all kinds, forest fires) with serious consequences may occur without prior notice. In some cases, even the proper provision of the booked services may be affected. Inquire about the possible climatic conditions at your destination before departure.

9.6 Securing of paid amounts

We as intermediaries (“Vermittler”) must ensure the refund of paid amounts and the return of the consumer in the event of insolvency or bankruptcy. At your request, we must provide proof of the security, if the proof is not provided, you can withdraw from the contract.

10 Travel preparation

10.1 You are responsible for compliance with passport, visa, customs, health and foreign exchange regulations in any transit country and in the country of destination. We are responsible for informing Swiss citizens about passport, visa, customs, health and foreign exchange regulations as well as any changes thereto prior to departure. For citizens of other countries, among others, the consulate of a possible transit country and the country of destination will provide information. We are not liable for the timely issuance of necessary visas by the respective diplomatic representation. Please note that the validity of the passport must usually be valid for at least 6 months beyond the return date. For information on ID formalities, please see www.bap.admin.ch or www.schweizerpass.ch.

10.2 Customs and foreign exchange regulations are very strict in different countries. Please inform yourself exactly and follow the regulations. Also when returning to Switzerland; see www.zoll.ch / «Zollinformation Private».

10.3 Various countries require certain vaccination certificates. Information can be found in the travel announcement. For medical recommendations and advice on preventive health care and health risk assessment, we refer you to your family doctor, doctors experienced in travel medicine or tropical medicine, the travel medicine information services or the Federal Office of Public Health (“Bundesamt für Gesundheit (BAG)”). See www.safetravel.ch, <https://osir.ch> or www.bag.admin.ch.

10.4 Diving medical certificate

A current diving medical certificate, analog or digital, is mandatory for all divers. If none can be presented before the first dive at the latest, a waiver according to Padi standards must be signed.

10.5 We do not accept any liability if you cannot be transported or are refused entry or exit due to violation of passport, visa, customs, health or foreign exchange regulations. In these cases, you are not entitled to a refund of booked services. Any additional costs incurred due to the disregard of travel regulations of any kind (e.g. return travel, rebooking, transfer or other costs) are to be borne by you in full.

11 Failure to fulfill the contract

11.1 You must complain as soon as possible in writing or in another suitable form to the service provider concerned and to us as intermediary about any defect in the performance of the contract that you discover on the spot. In the event of a complaint, we as intermediary (“Vermittler”) or our local representative will make every effort to find suitable solutions.

12 Data protection

12.1 The personal data that you provide to us will be electronically processed and used to the extent necessary for the performance of the contract. All your personal data will be processed in accordance with Swiss law and European data protection law (europäischen Datenschutzrecht (EU-DSGVO)). For more information on how we handle your data, please visit our homepage (www.oceangorilla.com).

13 Place of jurisdiction and applicable law

In the relationship between you and us as intermediaries, Swiss law is exclusively applicable.