

LEGALLY REQUIRED INFORMATION

Dear Traveler,

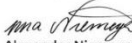
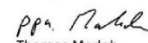
By law, we are required to provide you with the following documents whenever a travel contract is concluded:

- our General Terms and Conditions (GTC),
- an information sheet explaining your rights as a traveler in relation to ChingiTours,
- a travel guarantee certificate (proof that, in the highly unlikely event of our insolvency, any payments you have already made to us will be reimbursed by R+V Allgemeine Versicherung AG).

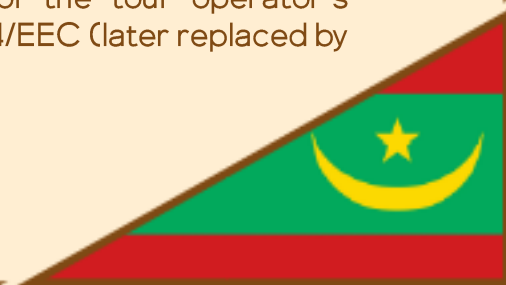
The same principle applies here as throughout our entire relationship with you—from your initial inquiry, through the planning of your trip, to its implementation, and, if you wish, even during your post-trip follow-up: If you have any questions, please do not hesitate to ask.



TRAVEL GUARANTEE CERTIFICATE

Sicherungsschein für Pauschalreisen gemäß § 651r des Bürgerlichen Gesetzbuchs		
Versicherungsschein-Nr.: 406 90 101120376		Bitte beachten Sie: Ein Sicherungsschein ist keine Reiserücktrittsversicherung!
Dieser Sicherungsschein gilt für den Buchenden und alle Reisetilnehmer.		
Der Sicherungsschein gilt nur für Pauschalreisen, die bis zum 01.04.2027 (einschließlich) gebucht wurden; Antritt oder Beendigung der Reise haben dagegen keine Bedeutung für seine Gültigkeit.	gegenüber dem unten angegebenen Absicherer unter den gesetzlichen Voraussetzungen ein unmittelbarer Anspruch im Sinne des § 651r Absatz 4 des Bürgerlichen Gesetzbuchs zu.	Bei Rückfragen wenden Sie sich bitte an: R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden. Telefon: +49 611 533-5859
Dem Reisenden steht im Fall der Insolvenz der / des	Die Einstandspflicht des Absicherers für die zu erbringenden Leistungen ist auf 1 Million Euro für jeden Insolvenzfall begrenzt. Sollte diese Summe nicht für alle Reisenden ausreichen, so verringern sich die einzelnen Leistungsansprüche der Reisenden in dem Verhältnis, in dem der Gesamtbetrag ihrer Ansprüche zum Höchstbetrag steht.	Was müssen Sie im Schadenfall tun? www.reiseschaden.ruv.de
ChingiTours UG (haftungsbeschränkt) Tulpenweg 3 34292 Ahnatal		 Absicherer: R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden R+V Allgemeine Versicherung AG   Alexander Niemeyer Thomas Marloh
R+V Allgemeine Versicherung AG, Vorsitzender des Aufsichtsrats: Generaldirektor Dr. Norbert Rollinger. Vorstand: Dr. Klaus Endres, Vorsitzender; Jens Hasselbacher, Julia Merkel, Marc René Michallet, Dragica Mischler. Sitz: Raiffeisenplatz 1, 65189 Wiesbaden, Handelsregister Nr. HRB 2188, Amtsgericht Wiesbaden, USt-IdNr. DE 811198334		
	 Genossenschaftliche FinanzGruppe Volksbanken Raiffeisenbanken	

The travel guarantee certificate is required by law for package holidays in order to protect consumers against financial losses in the event of the tour operator's insolvency. This protection originated with EU Directive 90/314/EEC (later replaced by



Directive (EU) 2015/2302) and was implemented in Germany through the German Civil Code (§ 651r BGB).

Without a travel guarantee certificate, travelers who make advance payments (which is standard practice for package holidays) could lose their money if the tour operator becomes insolvent before the trip takes place. Likewise, repatriation could be at risk if the insolvency occurs during the trip. The travel guarantee certificate ensures the reimbursement of payments already made and, where necessary, the travelers' return transportation.



INFORMATION

INFORMATION FORM FOR TRAVELERS PURCHASING A PACKAGE TRAVEL ARRANGEMENT PURSUANT TO SECTION 651a OF THE GERMAN CIVIL CODE (BGB)

The combination of travel services offered to you constitutes a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to package holidays. ChingiTours UG (limited liability) will be fully responsible for the proper performance of the package as a whole.

In addition, as required by law, ChingiTours UG (limited liability) has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302:

- Travelers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all travel services included in the contract.
- Travelers are provided with an emergency telephone number or details of a contact point through which they can reach the tour operator or travel agent.
- Travelers may transfer the package to another person, upon reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs increase (for example, fuel prices) and if this possibility is expressly provided for in the contract, and in any event no later than 20 days before the start of the package. If the price increase exceeds 8% of the package price, the traveler may terminate the contract. If the tour operator reserves the right to increase the price, the traveler is entitled to a price reduction if the relevant costs decrease.



- Travelers may terminate the contract without paying a termination fee and receive a full refund of all payments if any of the essential elements of the package, other than the price, are changed significantly. If the trader responsible for the package cancels the package before its start, travelers are entitled to a refund and, where appropriate, compensation.
 - Travelers may terminate the contract without paying a termination fee before the start of the package in the event of exceptional circumstances, for example if there are serious security problems at the destination that are likely to affect the package.
 - In addition, travelers may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee.
 - If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements must be offered to the traveler at no extra cost. The traveler may terminate the contract without paying a termination fee if the services are not performed in accordance with the contract and this substantially affects the performance of the package, and the tour operator fails to remedy the problem.
 - Travelers are entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
 - The tour operator must provide assistance if the traveler is in difficulty.
 - If the tour operator or, in some Member States, the travel agent becomes insolvent, payments will be refunded. If the insolvency of the tour operator or, where applicable, the travel agent occurs after the start of the package and transport is included in the package, repatriation of the travelers is guaranteed.
- ChingiTours UG (limited liability) has insolvency protection with R+V Versicherung, 65181 Wiesbaden. Travelers may contact this institution if services are denied because of the insolvency of ChingiTours UG (limited liability).



GENERAL TERMS AND CONDITIONS (GTC)

General Provisions

- The following travel conditions form an integral part of the contract concluded between ChingiTours UG (limited liability) - hereinafter referred to as "ChingiTours" - and the customer and supplement the applicable statutory provisions.
- Wherever the term "durable medium" is used in the following conditions, it shall have the meaning set out in Section 126b of the German Civil Code (BGB), namely any



medium that enables the recipient to store information addressed personally to them in a way that makes it accessible for future reference for a period adequate to the purposes of the information, and which allows the unchanged reproduction of the stored information. Examples include USB sticks, CD-ROMs, DVDs, paper documents, e-mails, memory cards, and computer hard drives.

1. The Travel Contract

1.1

By submitting a booking, the customer makes a binding offer to ChingiTours to conclude a package travel contract. The booking may be made in writing, orally, by telephone, or electronically (e-mail, internet), provided that the customer has previously been duly informed by ChingiTours in accordance with Article 250 Sections 1-3 of the Introductory Act to the German Civil Code (EGBGB).

1.2

The person making the booking shall also act on behalf of all travelers listed in the booking and shall assume responsibility for their contractual obligations as for their own obligations, provided that they have expressly and separately undertaken such responsibility.

1.3

The contract is concluded upon acceptance by ChingiTours. Acceptance does not require any particular form. At or immediately after conclusion of the contract ChingiTours shall provide the customer with a travel confirmation meeting the statutory requirements on a durable medium or, in the cases provided for in Article 250 Section 6 (1) EGBGB, in paper form.

1.4

If the content of the confirmation differs from the content of the booking request, this shall constitute a new offer by ChingiTours, which shall remain binding on ChingiTours for a period of ten days. The contract shall be concluded on the basis of this new offer, provided that ChingiTours has informed the customer of the changes and has fulfilled its pre-contractual information obligations pursuant to Article 250 Sections 1-3 EGBGB. Acceptance by the customer may be effected by an express declaration, payment of a deposit or the full travel price, or implicitly through the use of the travel services or commencement of the trip.



1.5

ChingiTours expressly points out that, under the statutory provisions applicable to package travel contracts concluded by means of distance communication (for example by letter, telephone, e-mail, teledata services, or online services), there is generally no right of withdrawal. Instead, only the statutory rights of cancellation and termination apply (see also Section 6 below).

A right of withdrawal does exist, however, if the customer has concluded a contract for travel services pursuant to Section 651a BGB outside business premises, unless the negotiations leading to the conclusion of the contract were conducted at the prior request of the customer. In the latter case, no right of withdrawal exists.

2. Payment

2.1

To protect customer funds, ChingiTours has taken out insolvency insurance with R+V Versicherung, 65181 Wiesbaden.

2.2

Upon conclusion of the travel contract and delivery of the insolvency protection certificate pursuant to Sections 651r and 651t BGB, containing the name and contact details of the insolvency protection provider in a clear, comprehensible, and prominent manner, the customer shall generally pay a deposit of 20% of the travel price plus any costs for insurance purchased.

If the travel contract is based on an individually submitted offer, the deposit amount specified therein shall apply instead.

Services merely arranged by ChingiTours may be subject to different payment due dates depending on the payment conditions of the respective service providers. The customer will be informed of such conditions before the contract is concluded.

2.3

Notwithstanding Section 2.2, the full price of a package holiday may be requested without the provision of an insolvency protection certificate if the trip lasts no longer



than 24 hours, does not include overnight accommodation, and the travel price does not exceed EUR 500.

2.4

The deposit is due immediately upon receipt of the invoice and delivery of the insolvency protection certificate. The remaining balance is due four weeks prior to departure, provided that the trip can no longer be cancelled for the reasons stated in Section 9(b).

For international bank transfers, the customer shall bear all additional transfer fees incurred.

For bookings made less than two weeks before departure, the entire travel price is due upon receipt of the invoice and the insolvency protection certificate.

2.5

Premiums for insurance policies arranged by ChingiTours, cancellation charges, administrative fees, and rebooking fees are payable immediately.

Expenses incurred in obtaining visas (for example, visa fees) shall likewise be invoiced and become due immediately once the customer has instructed ChingiTours to apply for a visa on their behalf.

2.6

ChingiTours accepts the following payment methods:

- Bank transfer
- PayPal
- Remitly
- Revolut

2.7

Travel documents will only be issued or dispatched after ChingiTours has received the full travel price.

Until full payment of the travel price has been made, ChingiTours shall have the right to withhold its services.



2.8

If the customer fails to pay the deposit and/or the balance on time, ChingiTours shall be entitled, after issuing a reminder and setting a reasonable deadline, to withdraw from the travel contract and charge cancellation fees in accordance with Section 6.

ChingiTours reserves the right to pass on any additional costs resulting from non-payment or incomplete payment (for example bank charges, returned direct debit fees, etc.) and, after a reminder has been issued, to charge a reminder fee of EUR 3.

The customer remains entitled to prove that no costs or substantially lower costs were incurred.

2.9

For short-notice bookings, meaning bookings made 28 days or less before the start of the trip, the travel price shall be payable simultaneously with the delivery of the travel documents and the insolvency protection certificate.

2.10

For currency conversions, the exchange rate applicable on the settlement date shall apply rather than the rate on the booking date.

ChingiTours shall not be liable for exchange rate differences.

Additional fees may be charged by the customer's bank for payments made abroad.

3. Services

3.1

The scope of the contractual services is determined exclusively by ChingiTours' service description, the corresponding information contained in the travel confirmation, and the information provided pursuant to Article 250 Section 3 EGBGB.

Any supplementary agreements shall require the express confirmation of ChingiTours on a durable medium.



3.2

Product descriptions not issued by ChingiTours shall not be binding on ChingiTours.

3.3

Third parties are not authorized to make representations or enter into agreements that deviate from ChingiTours' travel conditions or published offers.

Special customer requests shall become part of the contract only if expressly confirmed by ChingiTours in writing.

3.4

Services booked directly by the customer with third-party providers are not part of ChingiTours' contractual services (e.g. sporting events, excursions, sightseeing tours, exhibitions, events, etc.).

3.5

Where ChingiTours assembles a trip using the principle of so-called "dynamic packaging", the agreed travel price may differ from prices stated in published offers.

4. Changes of Services

4.1

ChingiTours expressly reserves the right, prior to conclusion of the contract, to amend or deviate from information contained in the relevant service description for objectively justified, substantial, and unforeseeable reasons.

4.2

ChingiTours shall inform the customer without undue delay of any changes to or deviations from services on a durable medium in accordance with Section 651f (2) BGB.

In the event of a significant change to the package holiday, the customer shall be entitled, free of charge, either to withdraw from the travel contract or to request participation in a substitute package holiday of at least equivalent value, provided that ChingiTours is able to offer such a holiday at no additional cost to the customer.



The customer must exercise these rights without undue delay after receiving notification of the change.

4.3

Any statutory warranty claims shall remain unaffected insofar as the modified services are defective.

5. Price Adjustments

ChingiTours reserves the right to adjust the price agreed in the travel contract in the event of increases in transportation costs, taxes or charges for specific services such as port charges, airport charges, security charges related to transportation, entry, residence or admission fees, or changes in exchange rates applicable to the trip, as follows:

5.1

If transportation costs existing at the time of conclusion of the travel contract increase, particularly fuel costs, ChingiTours may increase the travel price as follows:

a) In the case of a transportation cost increase attributable to an individual seat, ChingiTours may charge the customer the corresponding additional amount.

b) In all other cases, the additional transportation costs charged by the carrier for the means of transport concerned shall be divided by the number of seats available on the agreed means of transport. ChingiTours may charge the customer the resulting increase attributable to one seat.

5.2

If taxes or charges existing at the time of conclusion of the travel contract, such as port charges, airport charges, security charges related to transportation, entry fees, residence fees, or admission fees, are increased for ChingiTours, the travel price may be increased by the corresponding proportional amount.



5.3

If exchange rates change after conclusion of the travel contract, the travel price may be increased to the extent that the trip thereby becomes more expensive for ChingiTours.

5.4

In the event of a subsequent price adjustment, ChingiTours shall inform the customer without undue delay and no later than 21 days before departure.

Price increases after this point shall not be permitted.

If the price increase exceeds 8% of the travel price, the customer shall be entitled to withdraw from the travel contract or to request participation in an equivalent package holiday if ChingiTours can offer such a holiday without additional charge.

The customer must exercise these rights without undue delay after notification of the price increase. ChingiTours recommends doing so on a durable medium.

5.5

Pursuant to Section 651f (4) BGB, ChingiTours is obliged, where the costs referred to in Sections 5.1 to 5.3 decrease, to reimburse the customer for any resulting overpayment after deduction of the actual administrative expenses incurred.

6. Cancellation by the Customer

6.1

The customer may withdraw from the trip at any time before its commencement. The cancellation must be declared to ChingiTours. If the trip was booked through a travel agent, the cancellation may also be declared to that agent. The decisive factor is the receipt of the cancellation notice. Cancellation is generally not subject to any particular form; however, the customer is advised to submit the cancellation on a durable medium.

6.2

If the customer cancels the trip before its commencement, ChingiTours shall be entitled to reasonable cancellation compensation instead of the travel price pursuant to Section 651h BGB, unless ChingiTours is responsible for the cancellation and/or



unavoidable, extraordinary circumstances within the meaning of Section 651h (3) BGB exist that significantly affect the performance of the trip or the transportation of passengers to the destination. Circumstances are considered unavoidable and extraordinary if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable measures had been taken.

6.3

Instead of calculating compensation individually, ChingiTours may claim the following flat-rate cancellation charges unless different cancellation scales have been agreed in the travel offer:

- **Up to 31 days before departure: 20%**
- **Up to 21 days before departure: 40%**
- **Up to 15 days before departure: 60%**
- **Up to 7 days before departure: 80%**
- **Up to 3 days before departure: 95%**
- **Later cancellation: 100%**

of the total travel price.

6.4

In addition, the full cost of arranged services (e.g. insurance policies, visas) may become payable.

6.5

The customer remains entitled to prove that ChingiTours incurred no costs or substantially lower costs as a result of the cancellation.

6.6

Instead of the flat-rate charges specified above, ChingiTours may claim compensation calculated on an individual basis if the actual damage incurred exceeds the applicable flat-rate amount. In such cases, compensation shall be calculated on the basis of the



travel price less saved expenses and any alternative use of the travel services. ChingiTours shall provide a detailed calculation and justification.

6.7

If the customer is unable to participate in the trip, they may, within a reasonable period before departure, notify ChingiTours on a durable medium that a third party will assume their rights and obligations under the travel contract. The notice shall in any event be considered timely if received by ChingiTours no later than seven days before departure. ChingiTours may object if the third party does not meet the contractual travel requirements or if the substitution cannot reasonably be implemented. If a third party enters into the contract, both the original customer and the substitute traveler shall be jointly and severally liable for the travel price and any additional costs arising from the substitution.

7. Rebookings

7.1

The customer shall have no entitlement, after conclusion of the contract, to changes regarding travel dates, destination, place of departure, accommodation, mode of transportation, or airline, provided that ChingiTours has fulfilled its pre-contractual information obligations pursuant to Article 250 Sections 1-3 EGBGB.

Where changes are requested up to 60 days before departure, ChingiTours shall charge the actual costs incurred plus an administrative fee of EUR 30 per person.

7.2

Requests for changes submitted from the 59th day before departure onwards can generally only be carried out by cancelling the existing contract under Section 6 and making a new booking, unless only minor costs arise.

7.3

Minor changes that result only in negligible costs shall be charged at EUR 30 per person. Such changes include, for example, changes to meal plans or room categories.



7.4

If the payment details provided at booking are changed after receipt of the travel confirmation/invoice, or if the payment method is changed, an administrative fee of EUR 10 shall apply.

7.5

Changes to the travel destination are generally only possible by cancelling the original booking under Section 6 and concluding a new travel contract.

7.6

The customer remains entitled to prove that no costs or substantially lower costs were incurred.

8. Unused Services

If the customer does not make use of individual travel services for reasons not attributable to ChingiTours, the customer shall not be entitled to a proportional refund.

However, ChingiTours will make reasonable efforts to obtain reimbursement from the respective service provider. This obligation shall not apply where the services concerned are insignificant or where reimbursement is prevented by statutory or regulatory provisions.

9. Cancellation and Termination by ChingiTours

ChingiTours may withdraw from the travel contract before the start of the trip or terminate the contract after the trip has commenced in the following cases:

a)

Without observing a notice period, if the customer persistently disrupts the performance of the trip despite a prior warning or behaves in a manner so contrary to the contract that immediate termination is justified.



In such a case, ChingiTours shall retain its entitlement to the travel price but must credit the value of any expenses saved and any benefits obtained through alternative use of the services not utilized.

b)

If the minimum number of participants specified for the trip is not reached, provided that the minimum number and the applicable withdrawal period were clearly indicated in the travel description.

ChingiTours may withdraw from the contract within the period specified therein, but no later than:

- 20 days before departure for trips lasting more than 6 days;
- 7 days before departure for trips lasting between 2 and 6 days;
- 48 hours before departure for trips lasting less than 2 days.

In all cases, ChingiTours shall notify the customer without undue delay once it becomes apparent that the trip cannot be operated and shall promptly communicate its withdrawal from the contract.

Any payments already made towards the travel price shall be refunded to the customer.

10. Liability of ChingiTours

10.1

ChingiTours shall be liable, in accordance with the standard of care expected of a prudent businessperson, for the diligent preparation of the trip, the careful selection and supervision of service providers, and the proper provision of the confirmed travel services based on the respective offer.

10.2

ChingiTours shall not be liable for disruptions relating to services that are not part of the travel contract and/or that have been booked and used directly by the customer without the involvement of ChingiTours (for example events, excursions, visits, etc.).

10.3

The contractual liability of ChingiTours for damages other than bodily injury shall be limited to three times the travel price, unless the damage was caused intentionally or through gross negligence by ChingiTours or unless ChingiTours is liable solely due to



an intentional or grossly negligent breach of duty by a legal representative or vicarious agent (for example a service provider).

Any claims exceeding this limitation under international conventions shall remain unaffected.

10.4

For all claims for damages arising from tort that are brought against ChingiTours and are not based on intent or gross negligence, liability shall likewise be limited to three times the travel price, without prejudice to any rights arising under international conventions.

10.5

Where international conventions or statutory provisions based on such conventions apply to a travel service provided by a service provider and provide that claims for damages may arise only under certain conditions or limitations, or may be excluded under certain circumstances, ChingiTours may rely upon such provisions.

10.6

Where ChingiTours acts as the contractual air carrier, its liability shall be governed by the provisions of the German Air Traffic Act, the Warsaw Convention as amended by The Hague Protocol where still applicable, and in particular the Montreal Convention.

Where ChingiTours acts as the contractual carrier by sea, liability shall be governed by the applicable international conventions (including the Athens Convention and Regulation (EC) No. 392/2009) and any related statutory provisions.

10.7

Participation in sports and other leisure activities is at the customer's own risk and responsibility.

The customer is advised to inspect sports facilities, equipment, and vehicles before use.

ChingiTours shall only be liable for accidents occurring during sporting or other leisure activities where ChingiTours is at fault.



11. Insurance

Unless expressly stated otherwise, no insurance coverage is included in the travel price.

ChingiTours expressly recommends that customers take out the following insurance policies:

- Trip cancellation insurance
- Travel baggage insurance
- Trip interruption insurance
- Travel accident insurance
- Travel health insurance / international travel medical insurance

12. Customer Obligations and Time Limits

12.1

The customer must inform ChingiTours immediately if the required travel documents (flight tickets, vouchers, and travel information) have not been received no later than five working days before departure (except in the cases referred to in Section 1.5).

Provided that payment has been received by ChingiTours, the travel documents will then be sent immediately by e-mail.

12.2

If travel services are not provided in accordance with the contract, the customer may request corrective action.

The customer is obliged to report any travel defect without undue delay. Such notification must be made to the local tour representative whose contact details are provided in the travel documents.

If no tour representative is available or reachable, any travel defects must be reported directly to ChingiTours at its registered office.

Claims for price reduction pursuant to Section 651m BGB and claims for damages pursuant to Section 651n BGB shall be excluded if the customer culpably fails to report the defect.

ChingiTours may remedy the defect by providing an equivalent or superior substitute service, provided this is reasonable for the customer.



ChingiTours shall not be obliged to provide a remedy if the defect was deliberately caused contrary to good faith or if the proposed remedy would constitute an impermissible amendment of the contract.

The local tour representative is authorized to arrange corrective measures where possible but is not authorized to acknowledge legal claims on behalf of ChingiTours.

12.3

If the customer wishes to terminate the travel contract due to a travel defect within the meaning of Section 651i BGB or for another important reason rendering continuation of the trip unreasonable and recognizable to ChingiTours, the customer must first grant ChingiTours a reasonable period to remedy the situation.

This requirement does not apply if remedy is impossible, has been refused by ChingiTours, or if immediate termination is justified by a special interest of the customer that is recognizable to ChingiTours.

12.4

In the event of service disruptions, the customer shall take all reasonable steps required by law to assist in resolving the disruption and minimizing any resulting damage.

In particular, the customer must inform ChingiTours of any risk of damage.

12.5

If baggage is lost, damaged, or delayed during air travel, the customer must immediately submit a written Property Irregularity Report (P.I.R.) to the operating airline.

Claims must generally be reported within seven days in the event of baggage loss or damage and within twenty-one days following delivery in the event of delay.

Airlines frequently reject claims if no P.I.R. has been completed.

ChingiTours accepts no liability for the loss of or damage to valuables or cash contained in checked baggage unless such items were expressly declared when the baggage was checked in.



Any loss, damage, or misdirection of baggage must also be reported immediately to ChingiTours or the local tour representative.

12.6

Claims relating to denied boarding, flight cancellations, and delays under Regulation (EC) No. 261/2004 must be asserted directly against the operating airline.

12.7

Unless otherwise stipulated in the terms and conditions of the respective service provider, customers should reconfirm all package-holiday, charter, and special return flights no later than 48 hours before departure.

For package holidays, this reconfirmation is generally carried out by the local tour representative.

The transportation conditions of the respective service providers shall remain binding.

13. Identity of the Operating Air Carrier

Regulation (EC) No. 2111/2005 concerning the disclosure of the identity of the operating air carrier requires ChingiTours to inform customers, at the time of booking, of the identity of all airlines operating flights included in the booked travel arrangements.

If the operating airline has not yet been determined at the time of booking, ChingiTours shall inform the customer of the airline or airlines likely to operate the flight.

As soon as the operating airline becomes known, ChingiTours shall inform the customer accordingly.

If the airline previously communicated to the customer changes, ChingiTours shall notify the customer of such change without undue delay and shall take all reasonable measures to ensure that the customer is informed as quickly as possible.

Within the framework of code-sharing agreements, the airline designated by ChingiTours may arrange for the flight to be operated wholly or partly by affiliated airlines.

ChingiTours will inform the customer as soon as it becomes aware of such arrangements.



Such circumstances shall not constitute a change of services.

The European Union's list of air carriers subject to an operating ban is available on the website of the European Commission.

14. Passport, Visa, Entry and Health Requirements

14.1

ChingiTours shall inform the customer about passport and visa requirements, as well as any health-related formalities necessary for the trip and stay, including the approximate time required to obtain any necessary documents.

However, the customer remains solely responsible for complying with all regulations relevant to the performance of the trip.

Any disadvantages resulting from non-compliance with such regulations shall be borne by the customer unless they are caused by incorrect or incomplete information provided by ChingiTours.

14.2

In order to enable ChingiTours to fulfil its obligations under Section 10.1, the customer shall provide complete and truthful information regarding their nationality and that of all fellow travelers, including any special circumstances such as dual citizenship, statelessness, or similar situations.

14.3

If the customer fails to comply with the entry requirements of a particular country and is therefore unable to participate in the trip, ChingiTours may charge the applicable cancellation fees.

14.4

Where the customer has instructed ChingiTours to obtain visas, travel authorizations, or other required documents, ChingiTours shall not be liable for their timely issuance or delivery by the competent diplomatic authorities unless ChingiTours has culpably breached its own obligations.

14.5

In addition, the provisions and requirements of the respective local service providers communicated to the customer before booking shall apply.



15. Customs Regulations

The customer is responsible for complying with the customs regulations of both the destination country and their country of residence.

The customer is responsible for obtaining information regarding the applicable customs requirements.

16. Applicable Law

The contractual relationship between the customer and ChingiTours shall be governed exclusively by German law.

This shall also apply to the entire legal relationship between the parties.

To the extent that, in legal proceedings brought by the customer against ChingiTours outside Germany, liability is not governed by German law, German law shall nevertheless apply exclusively to the legal consequences, in particular with regard to the nature, scope, and amount of any claims.

17. Jurisdiction

17.1

The customer may bring legal proceedings against ChingiTours only at the registered seat of the company.

The place of jurisdiction shall be Kassel, Germany.

17.2

For legal proceedings initiated by ChingiTours against the customer, the customer's place of residence shall be decisive. For actions brought against merchants, legal entities under public or private law, or persons whose residence or habitual place of residence is abroad or unknown at the time proceedings are commenced, Kassel shall be agreed as the exclusive place of jurisdiction.

17.3

The foregoing provisions shall not apply:

- a) where mandatory provisions of international conventions applicable to the travel contract provide more favorable rights for the customer; or
- b) where mandatory provisions applicable in the EU Member State of the customer's residence provide more favorable protection than the foregoing provisions or the corresponding provisions of German law.

18. Prohibition of Set-Off

The customer shall not be entitled to set off any claims against claims by ChingiTours for payment of the agreed travel price unless the counterclaim is undisputed or has been finally determined by a court of law.



19. Data Protection

Personal data provided by the customer to ChingiTours shall be collected, stored, processed, transmitted to service providers and/or insurers, and used electronically to the extent necessary for the performance of the contract.

ChingiTours and any third parties acting on its behalf shall comply with all applicable data protection laws and regulations.

Further information regarding data protection can be found at:

<https://www.chingitours.com/datenschutz/>

20. Information for Consumers

The European Commission's Online Dispute Resolution platform (ODR Platform) for out-of-court dispute resolution is available at:

<http://ec.europa.eu/consumers/odr/>

ChingiTours is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

21. General Provisions

Should any individual provision of the travel contract or these terms and conditions be or become invalid, the validity of the remaining provisions of the travel contract and these terms and conditions shall remain unaffected.

22. Tour Operator

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Chingi Tours

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