

PUBLIC OFFER

for the provision of services for the acceptance and processing of applications for airline ticket reservations

Website: <http://www.gtavia.com/>

Contractor: LLC "GTAvia"

Identification number: 405636762

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This Public Offer determines the terms of use of the website <http://www.gtavia.com/> and the procedure for the provision of services for the acceptance, processing and support of applications for airline ticket reservations.

1. Terms

Contractor - LLC "GTAvia", the owner and administrator of the website <http://www.gtavia.com/>.

User/Client - an individual who uses the Website, submits an application for ticket reservation and/or pays for the services.

Passenger - the person in whose name the airline ticket is issued. The Client and the Passenger may be the same person or different persons.

Website - the internet website <http://www.gtavia.com/>, through which the Client may submit an application for the search and reservation of an airline ticket.

Application - an electronic request by the Client to verify the possibility of reserving an airline ticket according to the selected destination, date, price and other parameters.

Tour Operator/Supplier - a third party that has seats/tickets obtained from an airline or another transportation supplier and that confirms or does not confirm the possibility of reservation.

Airline/Carrier - the person actually performing air carriage.

Reservation - confirmation of the possibility of issuing a ticket after verification of seat availability with the Tour Operator/Supplier and fulfillment by the Client of the payment terms.

Ticket - an electronic airline ticket or another document confirming the Passenger's right to carriage.

2. Status of the Contractor

2.1. The Contractor is not an airline, air carrier or tour operator, unless expressly stated otherwise.

2.2. The Contractor provides informational and intermediary services: accepts Clients' Applications, verifies the possibility of reservation through the Tour Operator/Supplier and, if confirmation is available, assists in issuing the ticket.

2.3. The Contractor does not form flight schedules, does not operate flights, and does not determine the rules of carriage, baggage allowances, check-in conditions, boarding conditions, ticket refund or exchange conditions. These conditions are determined by the airline, the Tour Operator/Supplier and applicable law.

2.4. Information on the Website regarding flights, dates, prices and seat availability is preliminary until written confirmation is provided by the Contractor.

3. Subject Matter of the Offer

3.1. Under this Offer, the Contractor undertakes to accept and process the Client's Application for airline ticket reservation, clarify the availability of the ticket with the Tour Operator/Supplier and inform the Client of the result of the verification.

3.2. The Client undertakes to provide accurate data necessary for verification and issuance of the ticket, to pay the cost of the ticket and services in a timely manner, and to comply with the terms of this Offer, the carrier's rules and the rules of the Tour Operator/Supplier.

3.3. Submission of an Application through the Website constitutes the Client's consent to the terms of this Offer.

3.4. The agreement between the Client and the Contractor shall be deemed concluded from the moment the Client accepts the terms of the Offer and submits the Application through the Website; however, the obligation to issue the ticket shall arise only after confirmation of ticket availability by the Tour Operator/Supplier and fulfillment by the Client of the payment terms.

4. Procedure for Submitting an Application

4.1. The Client selects on the Website the desired destination, date, flight or another available option and completes the Application form.

4.2. When completing the Application, the Client specifies the data necessary for verification and possible issuance of the ticket, including:

- name and surname of the Passenger;
- contact telephone number;
- email address;
- date of birth, citizenship, travel document details — if required for issuing the ticket;
- other data necessary for a specific flight, route or carrier requirements.

4.3. After receiving the Application, the Contractor shall, within 1–2 working hours, verify with the Tour Operator/Supplier whether free tickets are available according to the parameters selected by the Client.

4.4. The verification period may be extended if the Application is submitted outside working hours, on a weekend/holiday, in the event of high workload, technical failure or delay in response from the Tour Operator/Supplier.

4.5. Until confirmation is received from the Contractor, the Application is not a guaranteed reservation, and the selected ticket shall not be deemed secured for the Client.

4.6. The Contractor has the right to refuse to process the Application if:

- the Client has provided incomplete or inaccurate data;
- the selected ticket is unavailable;
- the price has changed before confirmation;
- the Tour Operator/Supplier has refused the reservation;
- there are signs of abuse, fraud or violation of the Website rules;
- issuance of the ticket is impossible for reasons beyond the Contractor's control.

5. Reservation Confirmation

5.1. If the Tour Operator/Supplier confirms ticket availability, the Contractor sends the Client confirmation of the selected option and payment instructions, or confirms the debit/authorization of payment if such function is used on the Website.

5.2. A reservation shall be deemed confirmed only after simultaneous fulfillment of the following conditions:

- the Tour Operator/Supplier has confirmed ticket availability;
- the Client has provided correct Passenger data;
- the Client has paid for the ticket and services in full, or the payment has been successfully authorized;
- the Contractor has confirmed the reservation to the Client in writing, by email, SMS, messenger or through the Website interface.

5.3. Until the reservation is confirmed, the Contractor does not guarantee ticket availability, preservation of the price, flight, departure time or other conditions.

5.4. If the ticket is unavailable, the Contractor notifies the Client and, where possible, offers alternative options. The Client has the right to refuse the alternative option.

6. Price and Payment Procedure

6.1. The price of the ticket and services is indicated on the Website or communicated to the Client before reservation confirmation.

6.2. The price may include:

- the cost of the airline ticket;
- the Contractor's service fee;
- payment system commissions;
- other mandatory fees, taxes and payments, if applicable.

6.3. Until reservation confirmation, the price is preliminary and may change for reasons beyond the Contractor's control, including changes in price by the Tour Operator/Supplier, airline, payment system or due to currency fluctuations.

6.4. The Client is obliged to carefully check the final price before payment.

6.5. If the price changes after submission of the Application, the Contractor informs the Client of the new price. In such case, the reservation continues only after the Client agrees to the new price.

6.6. If payment has been authorized but the ticket has not been confirmed, the amount shall not be debited or shall be subject to refund/unblocking in accordance with the procedure and timeframes depending on the bank, payment system and payment method.

7. Passenger Data

7.1. The Client is responsible for the correctness of the Passenger's data.

7.2. The Passenger's data must fully correspond to the document with which the Passenger will check in and cross the border.

7.3. An error in the name, surname, date of birth, passport number, citizenship or other data may result in refusal of check-in, refusal of boarding, the need to reissue the ticket or additional expenses.

7.4. After reservation confirmation, correction of data is possible only if permitted by the rules of the airline, the Tour Operator/Supplier and the specific fare. Additional payments may be charged for data correction.

7.5. The Contractor shall not be liable for the consequences of errors in the data provided by the Client.

8. Delivery of the Ticket to the Client

8.1. After reservation confirmation and issuance of the ticket, the Contractor sends the ticket to the Client by email, messenger or another agreed method.

8.2. The time for sending the ticket depends on the rules of the Tour Operator/Supplier and the airline.

8.3. If, according to the rules of a specific charter or block flight, the ticket is sent closer to the departure date, the Client agrees to such procedure when submitting the Application.

8.4. The Client is obliged to independently check receipt of the ticket and the correctness of the data specified therein. If an error is detected, the Client must immediately contact the Contractor.

9. Refund, Exchange and Modification of the Ticket

9.1. Before submitting the Application, the Client is notified that tickets offered through the Website are generally tickets with restricted refund and exchange conditions.

9.2. After reservation confirmation and/or ticket issuance, the ticket shall not be subject to refund or exchange unless otherwise expressly provided by:

- the rules of the specific fare;
- the rules of the Tour Operator/Supplier;
- the rules of the airline;
- applicable law;
- a separate written agreement between the parties.

9.3. The Client understands and accepts that tickets may be purchased by the Tour Operator/Supplier as part of a travel package, block of seats or another special commercial offer, and therefore refund and exchange conditions may differ from the airline's standard rules.

9.4. The possibility of changing the date, route, Passenger's name, transferring the ticket to another person, refunding funds or crediting the amount toward another ticket shall be considered individually and only with the consent of the Tour Operator/Supplier and/or the airline.

9.5. The wording "it is possible to renegotiate" means only the possibility of the Contractor applying to the Tour Operator/Supplier with a request for an individual decision. This does not constitute a guarantee of refund, exchange, modification or compensation.

9.6. If the Tour Operator/Supplier or airline approves a modification, the Client is obliged to pay all additional fees, penalties, commissions and price differences, if applicable.

9.7. The Contractor's service fee is non-refundable if the service for acceptance, processing of the Application and reservation support was duly provided, except in cases expressly provided by law.

10. Client's Withdrawal from the Application Before Confirmation

10.1. Before reservation confirmation, the Client has the right to withdraw from the Application by sending a notice to the Contractor.

10.2. If, at the time the withdrawal is received, the ticket has not yet been confirmed and issued, the Client's obligations to pay for the ticket shall not arise, except in cases where the Client has already given consent to immediate issuance and the Contractor/Tour Operator has already performed irreversible reservation actions.

10.3. If the ticket has already been confirmed, issued or the Tour Operator/Supplier has already assumed an obligation to transfer the ticket, the rules of Section 9 of this Offer shall apply.

11. Cancellation or Change of Flight

11.1. The Contractor shall not be liable for cancellation, rescheduling, delay of a flight, change of airport, departure/arrival time, check-in rules, baggage rules or boarding rules if such changes are made by the airline, airport, state authorities, Tour Operator/Supplier or are caused by circumstances beyond the Contractor's control.

11.2. Upon receiving information about changes, the Contractor transmits it to the Client using the available contact details.

11.3. Claims related to flight cancellation, flight delay, denied carriage, baggage or quality of carriage shall be submitted to the airline, carrier or another responsible person in accordance with the applicable rules of carriage and legislation.

11.4. The Contractor may provide the Client with informational assistance in communication with the Tour Operator/Supplier or airline, but does not guarantee satisfaction of the Client's claims.

12. Client's Obligations

The Client is obliged to:

- 12.1.** Provide accurate, complete and up-to-date data.
- 12.2.** Check entry rules, transit rules, visa requirements, passport requirements, medical insurance requirements, documents for minors and other travel conditions.
- 12.3.** Independently arrive at the airport in advance and complete check-in, security control, passport control and other types of control.
- 12.4.** Comply with the rules of the airline, airport, country of departure, transit and destination.
- 12.5.** Check the email, telephone and messengers specified in the Application.
- 12.6.** Immediately notify the Contractor of errors in data, changes in contact information or inability to make the trip.
- 12.7.** Not use the Website for unlawful purposes, fraudulent actions, mass automated collection of information or violation of third-party rights.

13. Contractor's Obligations

The Contractor is obliged to:

- 13.1.** Accept and process the Client's Application.
- 13.2.** Verify the possibility of reservation with the Tour Operator/Supplier.
- 13.3.** Inform the Client of the verification result.
- 13.4.** If ticket availability is confirmed and payment is received, assist in issuing the ticket.
- 13.5.** Transfer the ticket to the Client or provide information on the timeframe for its transfer.
- 13.6.** Provide the Client with information on the material terms of the service before reservation confirmation.
- 13.7.** Process the personal data of the Client and Passengers in accordance with the legislation of Georgia and the Privacy Policy.

14. Liability of the Parties

- 14.1.** The Contractor shall be liable only for the proper provision of its own services for acceptance, processing and support of the Application.
- 14.2.** The Contractor shall not be liable for acts or omissions of the airline, Tour Operator/Supplier, airport, bank, payment system, state authorities, border service, consulates or other third parties.
- 14.3.** The Contractor shall not be liable for refusal of boarding, check-in, entry, transit or exit to the Passenger if such refusal is related to documents, visas, passport validity period, violation of the rules of carriage, the Passenger's conduct or requirements of state authorities.
- 14.4.** The Contractor shall not be liable for losses of the Client arising due to incomplete or inaccurate data provided by the Client.
- 14.5.** The Contractor does not guarantee ticket availability until confirmation by the Tour Operator/Supplier.
- 14.6.** The Contractor's liability shall in any case be limited to the amount of the service fee actually received by the Contractor for the relevant Application, unless otherwise provided by mandatory provisions of law.

15. Personal Data

15.1. The Client confirms that he/she transfers personal data to the Contractor voluntarily and for the purposes of processing the Application, verifying ticket availability, reservation, ticket issuance, communication with the Client and performance of the agreement.

15.2. The Contractor may process the following categories of data:

- name, surname;
- date of birth;
- citizenship;
- passport or other travel document details;
- telephone number;
- email address;
- route, travel date, flight information;
- payment information to the extent necessary for payment;
- technical data on Website use, including cookies, IP address and device data.

15.3. The legal grounds for data processing are:

- necessity of processing for the conclusion and performance of the agreement;
- the Client's request to receive the service;
- compliance with legal requirements;
- the Contractor's legitimate interest;
- the Client's consent — in cases where consent is required by law.

15.4. The Client confirms that if he/she provides data of another Passenger, he/she has the right to transfer such data to the Contractor and undertakes to notify the Passenger of the data processing conditions.

15.5. For the performance of the Application, personal data may be transferred to:

- the Tour Operator/Supplier;
- the airline;
- the payment provider;
- the Contractor's IT contractors;
- state authorities — if required by law;
- other persons, if the transfer is necessary for issuing the ticket or performing the agreement.

15.6. Personal data may be transferred outside Georgia if this is necessary for reservation, ticket issuance, performance of carriage or compliance with requirements of the airline, Tour Operator/Supplier or state authorities.

15.7. The Contractor takes reasonable organizational and technical measures to protect personal data against unlawful access, alteration, disclosure, loss or destruction.

15.8. Data shall be stored for the period necessary to fulfill the purposes of processing, comply with legal obligations, accounting requirements, protect the Contractor's rights and consider claims.

15.9. The Client has the right to request information on the processing of his/her data, access to data, rectification, erasure, restriction of processing, cessation of processing for marketing purposes, and to exercise other rights provided by the legislation of Georgia.

15.10. Requests concerning personal data shall be sent to the email address: info@gtavia.com.

16. Marketing Messages

16.1. The Contractor has the right to send the Client service messages related to the Application, reservation, payment, ticket, flight change or other matters of performance of the agreement. Such messages shall not constitute marketing.

16.2. Advertising and marketing messages shall be sent to the Client only with consent, if such consent is required by law.

16.3. The Client has the right to opt out of marketing messages at any time by the same method by which they are sent, or by sending a request to the Contractor at the email address: info@gtavia.com.

17. Cookies

17.1. The Website may use cookies and similar technologies for the operation of the Website, improvement of user experience, analytics and security.

17.2. The User may restrict or disable cookies in the browser settings. In such case, certain Website functions may operate incorrectly.

17.3. If analytical, advertising or third-party cookies are used on the Website, the Contractor shall post a separate cookie notice or cookie policy.

18. Claims and Requests

18.1. The Client may submit a claim by email: info@gtavia.com.

18.2. The claim must specify:

- the Client's name and surname;
- Application or reservation number;
- contact details;
- description of the situation;
- the Client's demand;
- supporting documents, if any.

18.3. The Contractor shall consider the claim within a reasonable period, but no later than 20 business days from the date of receipt of all necessary information.

18.4. If the claim concerns actions of the airline, Tour Operator/Supplier, airport, bank, payment system or state authority, the Contractor has the right to redirect the Client to the relevant person or provide informational assistance.

18.5. The Client also has the right to apply to competent authorities or court in the manner prescribed by the legislation of Georgia.

19. Force Majeure

19.1. The Parties shall be released from liability for non-performance or improper performance of obligations if such non-performance or improper performance is caused by circumstances beyond the reasonable control of the party.

19.2. Such circumstances include, in particular: cancellation or delay of flights, military actions, epidemics, strikes, decisions of state authorities, closure of borders, flight restrictions, technical failures, payment system failures, cyberattacks, natural disasters and other extraordinary circumstances.

19.3. The party affected by such circumstances must notify the other party within a reasonable period.

20. Amendment of the Offer

20.1. The Contractor has the right to amend this Offer.

20.2. A new version of the Offer shall enter into force from the moment of publication on the Website, unless another period is specified in the Offer itself.

20.3. Applications submitted before amendment of the Offer shall be governed by the version of the Offer effective at the time the Application was submitted, unless otherwise required by law.

21. Applicable Law and Disputes

21.1. The relations of the Parties shall be governed by the legislation of Georgia.

21.2. The Parties shall seek to resolve disputes through negotiations.

21.3. If a dispute is not resolved through negotiations, it shall be subject to consideration by the competent court of Georgia, unless otherwise provided by mandatory provisions of law.

22. Contractor's Contact Information

Contractor: LLC "GTAvia"

Identification number: 405636762

Legal address: Georgia, Tbilisi, Vake District, Vazha-Pshavela Avenue, Quarter I, Building 3, Apartment 17

Actual address: Georgia, Tbilisi, Vake District, Vazha-Pshavela Avenue, Quarter I, Building 3, Apartment 17

Email: info@gtavia.com

Phone: +995501220211

Website: <http://www.gtavia.com/>

I have read and agree to the Public Offer and the Privacy Policy. I understand that the Application is not a guaranteed reservation until ticket availability is confirmed.