



IDC Egypt Ltd General Terms and Conditions

1. General, validity

1.1 These general terms and conditions apply to all business transactions between IDC Egypt Ltd, Hurghada Centre, Hurghada, Egypt ("IDC Egypt Ltd") and its non-commercial customers.

1.2 These terms and conditions apply only to those travel services booked/arranged on the orca-diveclubs.com website and do not affect the provision of travel services arranged by IDC Egypt Ltd in its role as a travel agent. The services are provided subject to the terms and conditions of the respective provider.

1.3 Third parties or companies which IDC Egypt Ltd arranges to provide services are hereinafter referred to as "providers". The services arranged by IDC Egypt Ltd are hereinafter referred to as "travel".

1.4 IDC Egypt Ltd has the right to change these terms and conditions at any time with advance notice.

2. IDC Egypt Ltd services

2.1 On the orca-diveclubs.com websites, IDC Egypt Ltd is acting exclusively as a travel agent. It may also handle additional administrative activities once travel is booked.

2.2 IDC Egypt Ltd is itself not a tour operator and does not provide any of the travel itself. The travel is therefore not a contractual obligation incumbent upon IDC Egypt Ltd. When the customer books travel, they are entering into a contract exclusively with the respective travel provider. IDC Egypt Ltd is not party to this contract.

2.3 IDC Egypt Ltd arranges travel based on information supplied by the providers and transmitted to the customer. IDC Egypt Ltd does not, as a rule, perform any preliminary checks of said information or whether the travel offered is actually available.

3. Contracts, bookings, reservations

3.1 IDC Egypt Ltd's offers remain non-binding, unless otherwise indicated on documents, illustrations, or specifications. Once an offer is accepted, it must first be confirmed by IDC Egypt Ltd to take effect.

3.2 After entering their data and clicking on the "Book Online" button, the customer is making a binding offer to enter into a travel agency agreement with IDC Egypt Ltd.

3.3 By entering into a travel agency agreement with IDC Egypt Ltd, the customer is also making an offer to enter into a contract with the respective travel provider. This offer is arranged by IDC Egypt Ltd.

3.4 IDC Egypt Ltd will email a booking confirmation to the customer if their booking request has been accepted by the provider. Upon receipt of this booking confirmation, the declaration of acceptance applies both to the agency agreement and the simultaneously booked travel contract.

3.5 To ensure proper fulfilment of the contract, the correct entry of all contact information and email address for the customer is required. The customer is responsible within

reasonable limits for ensuring that their email can receive communications. The customer bears the risk of any resulting errors and gaps in communication.

3.6 After completing the booking process, the customer must monitor their email account awaiting the receipt of the booking confirmation. If the booking confirmation is not received within XX minutes after completing the booking process, the customer must contact IDC Egypt Ltd without delay.

3.7 The customer must regularly review the travel plans for any changes as well as their email account for notifications, especially to access and review any travel documents. The same applies if the customer has a visible profile or customer account on the orca-diveclubs.com website.

3.8 The customer agrees to check all confirmations, notifications, and travel documents for correctness and completeness. The customer must report any deviations, errors, incompleteness, or failure to receive expected documents to IDC Egypt Ltd without delay.

3.9 The booking of the travel is subject to availability. Even if the travel has previously been confirmed, IDC Egypt Ltd may cancel the booking if the travel becomes unavailable and notify the customer accordingly, together with information on refund of any payments already made.

3.10 IDC Egypt Ltd expressly points out that the customer has no special right to withdraw from their agreement with IDC Egypt Ltd. The travel services arranged by IDC Egypt Ltd do not fall under the provisions applicable to distance sales per §312b 312 para. 3 No. 6 of the German Civil Code (BGB).

4. Payment method

4.1 Payments are processed by IDC Service GmbH, Kufsteiner Str. 55, 83022 Rosenheim, Germany. The payment of the travel price including all associated costs is, as a rule, due upon booking. Payment is made using the method selected by the customer during the booking process.

4.2 IDC Egypt Ltd is entitled to charge the customer for additional expenses incurred in connection with any culpable breach of the customer's obligation to exercise due diligence (e.g. errors in personal data, insufficient funds, chargebacks) with a processing fee of €XX.00. The customer retains the option to prove that no or only lesser damage was incurred.

5. Booking changes, cancellations

5.1 If any changes to the travel lead to an increase in its cost, IDC Egypt Ltd will contact customers by phone or email and enquire whether they wish to keep their booking despite the price increase.

5.2 If the customer has not responded to this enquiry within 48 hours,, IDC Egypt Ltd is entitled to cancel the journey on behalf of the customer in order to avoid further costs.

5.3 If the travel is cancelled for reasons beyond the control of IDC Egypt Ltd, IDC Egypt Ltd will not reimburse any fees or costs. These include the reservation costs, service fees, as well as any payment processing fees.

5.4 In the event that the customer or their representative makes changes to the travel through IDC Egypt Ltd, IDC Egypt Ltd shall be entitled to charge an additional lump-sum fee of €50.00 per traveller for additional expenses incurred. This applies in particular to changes to travel dates or times, name changes, changes to the number of passengers, and/or cancellation of the trip.

5.5 In addition to the lump sum, the customer shall have to pay any charges levied by the provider for said changes. These are outlined in the provider's terms. IDC Egypt Ltd has no influence on these fees or their amount.

5.6 Any change or cancellation requests must be communicated as soon as possible, stating the reservation number. IDC Egypt Ltd will promptly review the request and notify the customer via email or by similar means concerning the associated costs. A cancellation is only valid if the customer receives confirmation of the same from IDC Egypt Ltd.

5.7 Any change/cancellation will only be entered into the system if the customer has responded by email or in a similar way indicating their acceptance of the associated costs.

6. Guarantee

For technical reasons, IDC Egypt Ltd cannot guarantee its accessibility by email or the accessibility of the www.orca-diveclubs.com website or other websites. In addition, IDC Egypt Ltd assumes no responsibility for the accuracy and completeness of the data transmitted online. The customer uses the internet at their own risk and subject to national or international laws and regulations. Separate warranty or guarantee obligations undertaken by IDC Egypt Ltd remain unaffected. IDC Egypt Ltd is not responsible for delays in performance due to force majeure and events beyond its control nor for situations which make performance significantly more difficult or impossible for more than a short delay (in particular, strikes, lockouts, official orders, etc., with providers or their suppliers). IDC Egypt Ltd. is entitled to postpone performance for the duration plus a reasonable start-up period once the situation has been rectified.

7. Disclaimer

7.1 IDC Egypt Ltd is not responsible for the availability, performance, disruption, or modification of the travel it arranges. As a rule, such matters are the sole responsibility of the provider or third parties they hire.

7.2 IDC Egypt Ltd is not liable for ensuring that the information presented during the travel booking process is accurate, complete, or up-to-date.

7.3 IDC Egypt Ltd does, however, accept liability for any damages resulting from its intentional or grossly negligent acts or those of its officers, managers, or staff. If any essential contractual obligations have been breached, the absence of guaranteed features, or personal injury resulting from misconduct, IDC Egypt Ltd accepts liability to the extent of its responsibility.

7.4 IDC Egypt Ltd accepts unlimited liability for any damages resulting from its intentional or grossly negligent actions as stipulated by law. For damages resulting from its slight negligence, IDC Egypt Ltd does not accept liability provided that an essential contractual obligation was not violated, life nor limb were injured, or in the case of default or impossibility. In the case of ordinary negligence, insofar as an essential contractual obligation has been violated or there is a case of default or impossibility, the liability for damages that are not based on an injury to life or limb is limited to the damage typical for the contract and to such damage that was foreseeable. The customer is entitled to demonstrate greater damage, if applicable. IDC Egypt Ltd is not liable for indirect damages, consequential damages, or lost profits. Claims under the Product Liability Act as well as producer's liability remain unaffected.

7.5 The customer agrees to hold IDC Egypt Ltd and all of its affiliated companies harmless from any losses, damages, and claims of third party arising from or in connection

with the customer's breach of contract, in particular, the use of false or misleading personal data.

7.6 Any chargeable additional services are subject to the terms and conditions of the respective service providers. These will be communicated or sent on request. Objections or claims are to be made directly to the respective service provider. The liability of IDC Egypt Ltd for additional services is limited to a careful selection of the respective contractors.

8. Privacy policy

8.1 The personal data collected in connection with this contract and for its execution is stored and processed centrally by IDC Egypt Ltd. Personal data will be collected, processed, and used to perform the services agreed herein. It may be transmitted to third parties for data processing purposes. These third parties are not authorised to use the data for their own purposes or to transfer the same to other third parties. Otherwise, no personal data will be disclosed to third parties.

8.2 IDC Egypt Ltd stores personal data of customers only for that period of time that complies with legal requirements. Subsequently, all personal data is deleted or anonymised.

9. Use of the orca-diveclub.com website

The use of the orca-diveclub.com website is for the exclusive non-commercial use of the customer. None of the information, products, or services provided on orca-diveclubs.com may not be reproduced or distributed for any further purpose. The same applies to the underlying software programs and programming as well as copyrighted texts, images, or designs.

10. Severability

If any provision of these terms and conditions or any other provision in any other agreement is invalid, the validity of all other provisions or agreements shall not be affected.