

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter: “GTC”) govern the terms and conditions of the use of the services provided by Beáta Kovács, sole proprietor (hereinafter: “Service Provider”) through the website <https://beakovacs.com>, including professional guidance of photographic tours from a photographic perspective, organization of documentary photography workshops, as well as related consulting and organizational assistance (hereinafter: “Service”).

1. Service Provider

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2. Description of the Service

The purpose of the photography service provided by the Service Provider is to organize a documentary photography workshop in Armenia for individuals participating in a trip organized by the Yerevan-based travel agency Seven Springs Tour (hereinafter: Travelers), as service users (hereinafter: Participants). The service includes introducing the basics of documentary photography, expanding photography knowledge, deepening practical skills in documentary photography, and to this end, presenting documentary themes and locations in Armenia, providing photography guidance throughout the trip, which will create a positive experience for the participants, improve their quality of life, and allow them to gain significant photography experience.

3. Subject Matter of the Contract

Under this contract, the Participant engages the Service Provider to organize a documentary photography workshop as part of the service, including the presentation of photography locations and the provision of advice and information regarding photography programs, and providing the information necessary for the smooth and safe conduct of the photography sessions. The Service Provider expressly accepts the assignment. The Participants expressly acknowledge that the Participant shall pay the Service Provider only the fees charged for organizing and conducting the documentary photography workshop as a commission fee. This commission fee does not include any other fees incurred by the Participant in connection with the trip to Armenia, the organization of the trip, or the satisfaction of needs related to entertainment and leisure during the stay in Armenia (e.g., accommodation, meals, travel expenses, etc.). The organizer of the trip to Armenia is the Yerevan-based travel agency Seven Springs Tour. All travel-related and other services are provided by the travel agency for a separate fee, with the travel agency’s fee to be paid directly to the travel agency. In addition, the Participant is responsible for arranging other expenses and services directly, or for paying any

costs incurred on-site at the workshop directly to the local service provider, and for making their own arrangements regarding their own care in this regard.

It should be noted, however, that the documentary photography workshop can only be booked in conjunction with and at the same time as the travel services provided by the Yerevan-based travel agency Seven Springs Tour: thus, the travel services and the documentary photography workshop are inseparable services, even though they are provided by different entities. This also means that registration for the photography workshop simultaneously constitutes registration for the trip to Armenia and a clear and specific declaration of intent to participate. Therefore, the Service Provider is entitled and obligated to forward the Participant's data necessary for organizing the trip to the Yerevan-based travel agency Seven Springs Tour, specifically for the purpose of establishing contact regarding the travel service. The Participant expressly acknowledges, however, that this data transfer by the Service Provider does not constitute travel organization or a travel intermediary service; it is solely a technical data transfer from the Service Provider to the travel agency, for which there is no separate fee or consideration, and it does not constitute an independent service. The Service Provider is expressly not liable for the travel agency's services and disclaims any liability for the travel agency's services.

4. Formation of the Contract

The contract is formed by sending the application to the email address ormenyfototura@gmail.com, which is used for communication with the Service Provider, and upon the Service Provider's confirmation thereof, or by returning the signed application to the Service Provider. By doing so, the Participant expresses their contractual declaration, stating that they are familiar with the contents of the service agreement, have understood and accepted it, have carefully read the terms and conditions of participation, will comply with the applicable laws, and declare that they are at least 18 years of age and that their legal capacity and his or her capacity to enter into contracts are not restricted. The visitor is responsible for the accuracy, correctness, and completeness of the information provided on the registration form.

5. Confirmation of Registration

The Service Provider will send a confirmation via email within 48 hours of receiving the registration (along with the Terms and Conditions and the Privacy Policy). The Service Provider reserves the right to reject the received registration without providing a reason.

6. Payment of the Service Fee

The applicant is required to pay the full service fee to the Service Provider in a single lump sum—upon receipt of an electronic invoice—via bank transfer within 3 days of the application. If the Participant does not initiate the bank transfer within 3 days of the application, the Service Provider shall deem the contract terminated.

7. Invoicing

Within 3 days of the service fee being credited to the bank account, the Service Provider is required to issue an electronic invoice, which it will send to the Participant via email. The Participant may only use the service as a private individual; therefore, the Service Provider is unable to issue an invoice to a party other than the Participant (such as another company, etc.).

8. Assignment

The Participant is entitled to assign their right to participate under the contract of engagement to a third party who meets the conditions specified in the contract of engagement and those necessary for participation in the workshop. The Participant is required to notify the Service Provider of the assignment without delay and to provide credible proof of the assignment—including the data necessary to identify the assignee (hereinafter: “Assignee”). The assignor and the assignee shall be jointly and severally liable for contractual obligations arising prior to the assignment and for any verified additional costs resulting from the assignment.

9. Cancellation

The Participant may withdraw from the contract with immediate effect and without cause during the period ending 30 days prior to the service start date (hereinafter: commencement). In this case, 10% of the participation fee will be deducted as a service charge and administrative fee, and the remaining 90% will be refunded by the Service Provider within 30 days via a transfer back to the bank account from which the payment was initiated. If the cancellation occurs within 30 days prior to the start date of the service (departure), or if the Participant does not attend the workshop (for any reason), the Participant is obligated to pay 100% of the participation fee to the Service Provider. In such cases, the participation fee already paid will not be refunded under any circumstances. Transferring to another workshop also counts as a cancellation, meaning the amount paid cannot be applied toward the fee for another workshop. The Participant may initiate a legal notice of cancellation of the service exclusively in writing by sending it to the email address ormenyfototura@gmail.com.

10. Termination

The Service Provider is entitled to terminate the contract of engagement with immediate effect if the Participant, through intentional or grossly negligent conduct, violates or jeopardizes the peace, interests, or physical safety of other participants in the workshop, or the conduct of the workshop, or exhibits behavior that significantly impedes or renders impossible coexistence with them, and fails to cease such behavior despite a warning from the Service Provider. In such a case, the Participant forfeits the service fee and is obligated to compensate the Service Provider for any damages resulting from the termination. The Service Provider shall not be liable for any damages arising from circumstances beyond its control that may affect the Participant, including, but not limited to, the following: a) if, during the workshop, the Participant intentionally and seriously violates the Service Provider’s instructions or guidelines, or repeatedly violates them despite warnings; b) provides false information on the registration form or conceals material facts regarding their health condition; in the event of sudden and unforeseeable adverse weather conditions, the Service Provider changes the location, time, or other conditions of the workshop; c) the Participant fails to appear at the

meeting place and time at the start of the workshop, or appears in a condition clearly unsuitable for participation; d) the service becomes impossible to provide due to war, political unrest, or other force majeure. The Parties consider these cases to be circumstances for which the Service Provider is not liable. In the latter case, the Service Provider is entitled to withdraw from the contract or terminate it with immediate effect, without incurring any liability for damages. Page 4 / 7 The parties consider this case to be a termination of the contract occurring outside the Service Provider's liability. The Participant is required to follow the Service Provider's instructions and wear the equipment (clothing, etc.) prescribed by the Service Provider throughout the entire duration of the workshop. The Service Provider disclaims liability for any damages resulting from a breach of the Service Provider's instructions.

The Service Provider reserves the right to deviate from the program published on the website or in the brochure when justified. Justifiable reasons include the poor health or physical condition of workshop participants, changes in workshop conditions (e.g., weather), or changes in local Armenian conditions (local customs, events of local significance). Changing the order of the programs does not constitute a deviation. The Service Provider always strives to organize the professional photography program as broadly as possible; however, due to its documentary nature, there is no clear guarantee regarding specific photography opportunities—taking into account the spontaneous nature of the program. The Service Provider shall in all cases endeavor to provide events of the same quality and nature in place of any canceled programs. If a participant is unable to participate in the entire program due to their own health or physical condition, any additional costs resulting therefrom (e.g., extra accommodation fees, transfer/taxi fares) shall be borne by the participant. If the minimum number of participants for the advertised service (workshop) is not met, the Service Provider is required to notify the Participant of this no later than 8 days prior to the start date. In this case, the Participant may—either request that the same workshop be held with a smaller group despite an increase in the participation fee—or request an immediate refund of the participation fee paid. In the latter case (in addition to the refund of the participation fee), the Service Provider shall not be liable for any compensation to the Participant. The Participant is obligated to inform the Service Provider of all circumstances relevant to the subject matter of the contract, in particular any health requirements. The Participant must not suffer from any illness that could result in a deterioration of their condition—endangering their life, physical integrity, or health—due to above-average physical exertion or potential stressful situations.

11. Age and Health Status

Only persons over the age of 18 may participate in the workshop. Participants are required to disclose to the Service Provider any circumstances relevant to the subject matter of the contract, including, in particular, any health requirements. Participants must not suffer from any illness that could result in above-average physical exertion or, in the event of a stressful situation, lead to a deterioration in their condition that endangers their life, physical integrity, or health. If a prospective Participant has previously suffered from (or currently suffers from) the following conditions, they may not participate in the tours: heart attack, stroke, thrombosis, paralysis, osteoporosis. It is the Participant's own responsibility to ensure they have appropriate medication available for other conditions, such as asthma or allergies. The Service Provider cannot provide medication; it can only assist with first aid (disinfection, wound dressing). Participants must bring their own photography equipment to the photography programs. The Service Provider does not provide the equipment necessary for photography, even for an additional fee. The Service Provider is not responsible in any way for the photography

equipment brought by the Participant. This means that the Participant is solely responsible for preserving, maintaining, safely storing, and transporting the equipment they bring with them. Upon request, the Service Provider will provide the Participant with professional advice tailored to local customs and practices, provided that such advice does not constitute an assumption of liability for the equipment. The Service Provider strongly recommends obtaining comprehensive insurance coverage for the equipment.

12. Photo and Video Consent

The Participant expressly consents to the Service Provider publishing any video, audio, or photographic recordings made by the Service Provider during the use of the service (workshop) on its website, and to the Service Provider using such recordings without restriction on its website and to use them without restriction for other promotional purposes within the scope of its business activities, even if the Participant is recognizable in the recordings. Recordings made on the basis of this consent do not constitute a violation of the Participant's right to privacy. This consent does not in any way extend to the use of recordings made by the Participant, This consent does not in any way extend to the use of recordings made by the Participant, over which the Participant holds exclusive copyright. The same applies to recordings made by the Service Provider, which the Service Provider exclusively owns under its copyright.

13. Governing Law

With respect to matters not addressed in this Agreement, the parties shall be governed by the relevant provisions of Hungarian law in force at any given time, in particular the Hungarian Civil Code (Act V of 2013) and other applicable Hungarian laws.

14. Complaints Handling

The Participant may send complaints regarding the Service to the Service Provider's following email address: ormenyfototura@gmail.com

The parties intend to resolve any unexpected but potential legal disputes arising from this Agreement primarily through negotiation and amicable settlement. If this does not lead to a resolution, the parties agree to the exclusive jurisdiction of Hungarian courts, specifically the exclusive jurisdiction of the Budapest II. and III. District Courts, subject to the applicable value limit.