

GENERAL TERMS AND CONDITIONS (UET-TRAVELER)

These General Terms and Conditions (UET-Traveler) govern the relationship between Unique Experience Tourism AG ("**UET**") and any person listed in a Reservation Confirmation (as defined below) or accompanying such person while visiting Fregate Island (each a "**Traveler**");

1. General

- 1.1** These General Terms and Conditions (UET-Traveler) apply to all accommodation and activities at Fregate Island as described in the reservation confirmation ("**Reservation Confirmation**"). The accommodation includes board and lodging as well as certain activities to the extent specified in the Reservation Confirmation.
- 1.2** If agreed and indicated in the Reservation Confirmation, these General Terms and Conditions (UET-Traveler) also cover a stay on Mahé on the day of arrival and/or the day of departure as well as a transfer by helicopter or boat from Mahé or any other Seychelles island to Fregate Island (and vice-versa). It should be noted that any such transfers are undertaken and operated by independent third-party companies and that transfer costs are charged separately as stated in the Reservation Confirmation. Neither UET nor Fregate Island or the owners of Fregate Island can be held responsible for any liability whatsoever in this regard.
- 1.3** These General Terms and Conditions (UET-Traveler) do not cover individual services, which the Traveler may specifically request, unless explicitly mentioned in the Reservation Confirmation. Traveler may enquire for individual services by contacting Traveler's agent or during Traveler's stay on Fregate Island by directly contacting the personnel of Fregate Island. For individual services, a separate contract (typically, with the provider of the individual services) will be concluded and a separate invoice will be issued.

2. Effective Date, Prices and Payment

2.1 Effective Date / Consequence of Non-Payment

- 2.1.1 The contract between UET and the Traveler enters into force on the date of the payment of the First Instalment (as defined below).
- 2.1.2 In the event the Remaining Balance (as defined below) is not paid within the relevant payment period provided in Section 2.3 below, UET may uphold the request for the Remaining Balance together with any default interest or consider the non-payment of the Remaining Balance as a cancellation and, in such a case, UET may cancel the reservation and contract without further notice and apply the Cancellation Policy set out in Section 3.1 below.

2.2 Prices

- 2.2.1 Only prices according to the Reservation Confirmation apply. All prices are quoted in Euro (EUR).
- 2.2.2 Subject to Section 1.2, prices do not include Traveler's transfer to/from Mahé or any other Seychelles island. UET may adjust prices if applicable Swiss or Seychellois visitor's or other taxes change after the Reservation Confirmation has been issued.

2.3 Payment

- 2.3.1 Unless stated otherwise in the Reservation Confirmation, 25 % of the total booking price ("**First Instalment**") is due either within 15 days after the date of the Reservation Confirmation/Invoice or the date indicated as payment date for the First Instalment in the Reservation Confirmation/Invoice (whichever is earlier). If the reservation is placed 30 calendar days or less prior to Traveler's scheduled date of arrival at Fregate Island, full payment is due immediately on the day on which the Reservation Confirmation/Invoice is issued. **UET IS ENTITLED TO WITHDRAW FROM AND CANCEL A RESERVATION CONFIRMATION IF THE AFOREMENTIONED PAYMENTS ARE NOT MADE BY THE INDICATED DEADLINES. THE TRAVELER AND, AS RELEVANT, THE TRAVELER'S AGENT ARE LIABLE TO UET FOR ANY RESULTING DAMAGE.**
- 2.3.2 The remaining balance ("**Remaining Balance**") is due (i) during peak season (which, if applicable, is stated in the Reservation Confirmation) 45 calendar days before Traveler's scheduled date of arrival at Fregate Island, and (ii) during other times 30 calendar days before Traveler's scheduled date of arrival at Fregate Island. For group bookings for 6 or more villas or the entire island, the Remaining Balance is due 60 calendar days before Traveler's scheduled date of arrival at Fregate Island. **SECTION 2.1.2 OF THESE GENERAL TERMS AND CONDITIONS (UET-TRAVELER) APPLIES IF THE REMAINING BALANCE IS NOT PAID BY THE INDICATED DEADLINES.**
- 2.3.3 Bank details

Account holder: Unique Experience Tourism AG
Bank: Luzerner Kantonalbank AG
Bank address: Pilatusstrasse 12, 6002 Luzern, Switzerland
IBAN: CH70 0077 8211 8820 6200 2
SWIFT (BIC): LUKBCH2260A

3. Cancellation Policy and Changes by Traveler

3.1 Cancellation Policy

- 3.1.1 Traveler may cancel his/her/its reservation by notifying UET in written form prior to arrival at Fregate Island.
- 3.1.2 In case of cancellation by or caused by Traveler, UET charges the following quotas of the agreed prices as cancellation fee (subject to Section 4.2):
- (a) During peak season (which, if applicable, is stated in the Reservation Confirmation):
- (i) any time after making the First Instalment, but not less than 46 days prior to Traveler's scheduled date of arrival: 25% of the total booking price;
 - (ii) within 45 calendar days prior to Traveler's scheduled date of arrival: 100% of the total booking price.
- (b) During other seasons:
- (i) more than 30 calendar days prior to the scheduled day of arrival: No charge;
 - (ii) within 30 calendar days prior to Traveler's scheduled date of arrival: 100% of total booking price.

(c) For group bookings for 6 or more villas or the entire island:

- (i) any time after making the First Instalment, but not less than 61 days prior to Traveler's scheduled date of arrival: 50% of the total booking price;
- (ii) within 60 calendar days prior to Traveler's scheduled date of arrival: 100% of the total booking price.

3.1.3 There may also be cancellation fees levied by third parties (such as transfer operators from and to Fregate Island).

3.1.4 UET strongly recommends that Traveler purchases comprehensive travel insurance (specifically covering any and all cancellation fees as well as repatriation costs in case of accident or illness).

3.2 Transfers of Bookings by Traveler

Bookings for which a Reservation Confirmation has been issued, are not transferable.

4. Cancellation Policy for and Changes by UET

- 4.1** From time to time it may become necessary for UET to apply certain changes to a booking as set forth in a Reservation Confirmation (such as, for example, change of villas). These changes are permissible, whereby UET will always notify the Traveler's agent or, as relevant, the Traveler about significant changes.
- 4.2** Instead of the initial arrangement specified in the Reservation Confirmation, UET will provide an adequate replacement; however, if an adequate replacement is not possible, the contract and Reservation Confirmation may be cancelled free of charge.
- 4.3** UET reserves the right to cancel any reservation at the latest 30 calendar days prior to Traveler's scheduled date of arrival. In such a case, UET will refund payments made by that time. Any further compensation or indemnification by UET is excluded.

5. Arrival and Departure: Check-in and check-out times

Check-in time is at 3:00 pm on the day of arrival and check-out time is at noon on the day of departure. Early check-in and late check-out can be arranged upon request only and is subject to availability and specific confirmation. For a confirmed early villa check-in before 3:00 pm and a confirmed late villa check-out after noon (other than in case of a honeymoon offer) an extra charge of a full room night each will apply.

6. Limitation of Warranty and Liability

- 6.1** Should disruptions or defects in the performance of UET occur, UET will apply reasonable endeavours to remedy such deficiencies upon knowledge thereof. The Traveler will undertake all actions reasonable for him/her/it to eliminate the disruption and to keep any possible damage to a minimum.
- 6.2** UET is not liable for property brought to Fregate Island. UET recommends the use of the general safe or any room safe at Fregate Island. If the Traveler wishes to bring money, securities, stocks, bonds or valuables with a value of more than EUR 1,000, a separate safekeeping agreement must be signed.

- 6.3** UET is liable for damage caused with intent only. All other claims for damages are excluded.
- 6.4** The Traveler indemnifies and holds harmless and free:
- 6.4.1 UET, the owners of Fregate Island, the agents, associates, servants, officers, directors and employees of UET and of Fregate Island and/or any person connected, whether directly or indirectly, with the maintenance of Fregate Island; as well as
- 6.4.2 Any other guests or invitees or persons staying on Fregate Island, from any kinds of claims which may arise on behalf of Traveler or Traveler's relatives or other accompanying persons for all events of injuries suffered, death, or loss whilst on Fregate Island or travelling from/to Fregate Island and whether arising from an act whether negligent or not, or omission on the part of those hereby indemnified.
- 6.5** The Traveler acknowledges and is fully aware of any dangers and risks that are associated with and may occur during the stay on Fregate Island, such as local illnesses, risks associated with the natural environment and its plants and animals (including sharks and other dangerous animals) as well as the use of Fregate Island's leisure offers (including excursions) and facilities and the associated equipment and accepts full responsibility for the usage of any of these.
- 6.6** The Traveler further accepts full responsibility for the acts and/or omission of Traveler's minor children and indemnifies UET, the owners of Fregate Island, the agents, associates, servants, officers, directors and employees of UET and of Fregate Island and/or any person connected, whether directly or indirectly, with the maintenance of Fregate Island for any injury or loss sustained by Traveler's minor children, whether caused by the act, negligent or otherwise or omission on the part of those hereby indemnified.

7. Force Majeure

UET shall not be held liable or responsible nor be deemed to have defaulted under or breached any of its obligation for failure or delay in fulfilling or performing any such obligation or any term of the contract with the Traveler to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of UET including but not limited to fire, floods or other natural disasters, embargoes, war, acts of terrorism, insurrections, riots, strikes, lockouts or other labor disturbances, acts of God, travel restrictions, epidemics, pandemics, or acts, omissions or delays in acting by any governmental authority for whatever reason. UET will immediately inform the Traveler's agent or, as relevant, the Traveler of the occurrence of any such an event.

8. Data Protection

- 8.1** UET will process personal data of the Traveler in view of entering and in connection with the business relationship with the Traveler in accordance with applicable privacy laws and to the extent such personal data has been received from the Traveler's agent and/or the Traveler, respectively. UET's privacy policy can be accessed and downloaded from <https://uniquefregate.com/home/privacy-policy/>.
- 8.2** When getting in contact with UET through whatever means and for whatever reason, the Traveler is deemed having taken note of UET's privacy policy and having consented to it.

- 8.3** Traveler takes note and agrees with UET transmitting any of his/her personal data to Fregate Island and/or other persons located in the Seychelles or elsewhere in connection with any inquiries from the Traveler's agent and/or the Traveler, or in order to comply with UET's obligations stemming from the Reservation Confirmation and/or otherwise to perform its obligations or any term of the contract with the Traveler. The Traveler acknowledges that the Seychelles or other countries to which personal data of the Traveler is transmitted may have data protection and privacy laws, which are not equivalent to those in Switzerland or at the Traveler's domicile.

9. Amendments to these General Terms and Conditions (UET-Traveler)

These General Terms and Conditions (UET-Traveler) may be changed by UET at any time. The Traveler or, at the discretion of UET, the Traveler's agent on behalf of the Traveler will be informed, in writing or through other means (*e.g.*, email), in advance of any changes. Any changes are deemed to have been accepted by the Traveler and, as relevant, the Traveler's agent, unless an objection is raised in writing within two weeks of having been informed about the changes. The General Terms and Conditions (UET-Traveler), which are valid from time to time, may be accessed through UET's webpage (www.uniquefregate.com).

10. Law and Jurisdiction

- 10.1** The contract between UET and the Traveler (including these General Terms and Conditions (UET-Traveler)) are governed by the laws of Switzerland (without regard to its international laws, rules and regulations). The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 10.2** For all disputes arising, unless otherwise stipulated by mandatory law, the place of jurisdiction is Rotkreuz, Switzerland. UET shall be entitled to bring any action or claim against the Traveler at the Traveler's domicile.