

Rules for the provision of transport services

1. GENERAL PROVISIONS

- 1.1. These Rules are the general offer of the "Air Transfer" (hereinafter referred to as the "Contractor") branch of "Air Group" LLC to the Customer (physical person) for the provision of transport services on the following terms.
- 1.2. Complete and unconditional acceptance of the Rules by the Customer, as well as the execution of the Order on the site and payment of services by the Customer (by bank card or other method offered on the Contractor's website).
- 1.3. After receiving the Order, all information contained in the order is the basis of the Rules between the Contractor and the Customer. In addition, referred to in the payment document, on behalf of any person (the Paying Party) on the Rules shall be the Customer (referred to as Party on the rules) to whom the payment is made. If payment is made by a third party (if this payment or other official document is known), it is considered the person to whom the payment is made on behalf of Customer under the Rules.

TERMS AND BASIC DEFINITIONS

The following terms and definitions are used in these Rules:

Transfer is the delivery of a Passenger by car from the point of order to the destination.

Vehicle / Car is a minivan, business, first class and other vehicle used by the Contractor and used by relevant orders. Class car brands are listed on our website.

The provision of hourly services - This is providing the Customer with a vehicle with a driver to provide it with a vehicle. The provision of hourly services is carried out at the boundaries of the point specified in the order.

Passenger - An individual who has the ability to use hourly and / or transfer services for passengers and luggage on the customer's request.

Baggage - a baggage allowable for transportation, accompanying the passenger throughout the journey, which is permitted for transportation depending on the size, weight and feature;

Site / website - www.airtransfer.az is a source of information recorded on the Internet network.

How to use the ordering system - Here are tips and tricks on using the online booking system.

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Payment - money paid by the Customer to the Contractor for transfer services.

2. PROCEDURE FOR PROVIDING SERVICES

- 2.1. The Contractor provides the Customer with the opportunity to book a transfer service by using the Booking system by the Contractor through the website www.airtransfer.az.
- 2.2. An order can be sent through the reservation system at least 24 (twenty four) hours before the start of the provision of services.
- 2.3. Any address that goes beyond the meeting point selected when ordering a transfer service is considered additional, in this case, the charging of additional fares is determined by the tariff rules of the Contractor.

3. OBLIGATIONS OF THE PARTIES

- 3.1. **Customer duties:**

- 3.1.1. Provide the necessary information on the Order, through the website and call center, to ensure proper execution of the Contractor's obligations;
- 3.1.2. Provide the Contractor with his address, e-mail address, Passenger (s) information (name, surname, flight details) and accurate information required by the Contractor for operational communication with the Customer;
- 3.1.3. The customer must cancel the order by using the appropriate link in the confirmation email received at least 24 (twenty-four) hours in advance. Any change in the order can only be replaced by the cancellation of an existing order and the creation of a new order. In this case, general liquidation rules apply;
- 3.1.4. In case of non-use / incomplete use of the Service without the fault of the Contractor, the Customer shall pay the cost of the services ordered by the car irrespective of the period of use, route and idle time;
- 3.1.5. If the Customer wishes to extend the time during the hourly service, the Contractor shall decide whether the extension is possible, taking into account its own schedule; If the decision is positive, the Customer must pay the designated extra cashless or cash through the POS Terminal on the Contractor's vehicle. In this case the Contractor shall provide the relevant documents stipulated by the legislation confirming the payment to the passenger. Orders can be extended for at least 1 (one) hour block;
- 3.1.6. Arrival to the location of services start until the time specified in the order. The free waiting period for the Contracted Customer is defined as follows:
 - Free waiting time for all transfer orders except for the airport - 15 (fifteen) minutes;
 - Free waiting time for airport transfer orders - 60 (sixty) minutes after actual arrival;
 - If your flight number is not booked at the time of booking, you will be given a 30 (thirty) minute waiting period regardless of the actual arrival time.
- 3.1.7. Upon expiration of this period and when the Passenger does not arrive, the Order shall be deemed executed and the Service shall be rendered without return to the Customer. When the flight is delayed, the Service will be operated by the Contractor;
- 3.1.8. Compliance with the following requirements of the Contractor regarding the carriage of passengers and baggage:
 - Standard luggage refers to a luggage size of 22 (twenty-two) inches (55x25x35 cm). The baggage, measuring 28 (twenty-eight) inches (76x48x29 cm), will be counted as two (2) separate luggage. The luggage limit is set for each car depending on the size of the luggage, and the Customer receives this information when ordering. Non-standard luggage must be pre-agreed with the Contractor through the Order Notes section;
- 3.1.9. To take due care and caution to the property of third parties and the Contractor, not to damage the property, to follow the rules established by third parties and the Contractor regarding the use of such property;
- 3.1.10. If the Customer will need additional free services (provision of child seats), He/she makes a note in the appropriate field;
- 3.1.11. The customer must carefully check the confirmation sent by the Contractor and verify the accuracy of the information. If the Customer finds an mistake, He/she must report it at least 24 (twenty four) hours before the start of the service. Otherwise, the Contractor will not be liable for mistakes in the Order.

3.2. Duties of the Contractor :

- 3.2.1. Provide the customer with the possibility of booking the services provided by using of the website;
- 3.2.2. Provision of services on the Customer's order;
- 3.2.3. In the event of a technical malfunction of a vehicle, the Contractor shall replace such a self-supporting means with another of the same or higher class. After re-placing the order, the Contractor undertakes to send information to the Customer via SMS, email, or other alternative means defined between the Parties;
- 3.2.4. Assign their employee to coordinate the services;
- 3.2.5. Inform the Customer about SMS changes, e-mails or other alternative means prior to commencement of changes to the order, complete / partial cancellation;
- 3.2.6. After ordering, the Contractor shall send the Route receipt to the Customer by sms or email for confirmation of the order.
- 3.2.7. The Contractor declares that, at its own risk and expense, it has obtained all the approvals, permits and licenses required for the Service to perform (including any special licenses and / or licenses required for the carriage of passengers and / or goods). And those documents will remain valid for the entire period of their validity.
- 3.2.8. The Contractor shall be fully liable for any traffic accident, damage caused to the Vehicle as a result of the Contracto's fault during the effective period of these Rules, and third party claims.
- 3.2.9. The Contractor shall inform the Passenger of the following rules:
 - No smoking in the car;
 - Wear seat belts;
 - Be careful with the car;
 - Do not waste car

If these rules are not followed and there are vandalism or other behaviors that cause discomfort to the driver, the Customer pays compensation to Contractor for the agreed total amount and damages provided that the Customer's fault is proved;

3.3. Customer rights:

- 3.3.1. The customer may cancel the formalized order within the period of cancellation specified in the Route Receipt without imposing penalties. In case of cancellation, the amount of payments for Transfer Orders is set taking into account the appropriate bank commission and exchange rate differences in the following form:
 - 24 (twenty-four) hours and more before the order starts - free of charge;
 - If less than 24 (twenty-four) hours before the start of the order - more than 12 (twelve) hours - 50 (fifty) percent of the fee is deducted and the remaining amount is returned to the Customer;
 - If there is less than 12 (twelve) hours before the start of the order, no refund will be paid to the Customer from the amount of the Order paid.
- 3.3.2. Stops during transfer orders are only available if they are recorded in the Records section and after approval by the Contractor. Instantaneous stops are possible only with the driver's consent.
- 3.3.3. Contractor's rights:**

- 3.3.4. To specify with the Customer the necessary information in order to provide the service;
- 3.3.5. Unilaterally change the price of the services in case of incomplete or inaccurate information, or refuse to perform the services and require the Customer to compensate for the damage;
- 3.3.6. Refuse to perform services for reasons that are not the fault of the Contractor (providing incorrect / inaccurate information on the transfer; if the passenger was intoxicated or drunk; taking actions on the part of the Customer that could harm the life and health of the driver and the condition of the car);
- 3.3.7. The Contractor reserves the right to refuse to change the route during the direct provision of the Service, but the Contractor shall use all available means for the provision of the Service and the proper implementation of the terms of these Rules;
- 3.3.8. Change of unilaterally rendered / will be rendering service without prejudice to the interests of the customer (change of route, change of the vehicle from the same class or higher class, change of the driver);
- 3.3.9. The Contractor shall endeavor to provide the Customer with a driver who can speak Russian or English, but does not guarantee this. The failure of any language driver is not the basis for filing an application by the Customer to the Contractor;
- 3.3.10. Allow for no more than 15 (fifteen) minutes from the date of delivery of the vehicle. The mentioned deviation does not entail payment of fines or any compensation for the benefit of the Customer;
- 3.3.11. If the driver does not arrive at the destination, the passenger must contact the Customer directly;
- 3.3.12. Driver may require to present Passport Identification Documents;
- 3.3.13. The Contractor shall have the right to refuse to provide services if the Customer fails to provide the information in a timely manner.

4. SETTLEMENT PROCEDURE

- 4.1. The cost of transfer services is determined based on the price list and information posted on the Contractor's website. The final cost of transfer services is determined based on the Order Services calculations.
- 4.2. Information on the cost of the services provided shall be provided to the Customer before the Order is compiled. When agreeing on the price of the services ordered, the Customer will send a reservation order for the transfer services. The fact of ordering confirms that the Customer agrees with the price of transfer services.
- 4.3. Customer – Physical person pay for transfer services as follows: For booking of transfer services, the Customer must pay 100% of the booking amount in advance at the time of booking. Payment for the services is made through the bank card on the Contractor's website on the day of order, otherwise the order will be canceled. The required amount at the time of booking is frozen on the Customer's card until its execution. In case of refusal to make a reservation until the time specified in the Route Receipt for the transfer, freezing of funds on the Customer's card shall be canceled within 3 (three) business days in accordance with Sub-Clause 3.3.1 hereof.
- 4.4. The Contractor reserves the right, on its own behalf, to provide the Customer with different types of orders with service standards based on different prices.
- 4.5. Except for clause 3.1.5 of the contract, the cost of the services is paid in cashless form.

5. RESPONSIBILITY OF THE PARTIES

5.1. Customer's Responsibility:

5.1.1. In case of violation of the Service by the Customer (inaccurate information on the requested service, failure to arrive at the designated time and place, cancellation of the order after the termination of the order specified in the route receipt), the Customer shall pay the amount to the Contractor.

5.2. Contractor's Responsibility:

– If the order is canceled without the Customer's fault, the Contractor shall return the value of the paid and non-executed order to the Customer.

5.3. Liability for damage to life and health of a passenger in case of traffic accident is governed by the legislation on the insurance of liability of owner's vehicle in the territory of the AR.

5.4. The contractor, its employees / non-staff employees shall not bear any additional liability in other cases, except as provided in paragraph 5.2. of the Rules (For damages incurred as a result of the use of the Site's information for personal or other operational purposes by the Customer, and site malfunctions / interruptions, etc. for direct / indirect losses / damages incurred as a result).

6. PROCEDURE FOR MAKING CHANGES TO THE RULES

6.1. Contractor may modify these Terms (including all or part of these Terms or Conditions) at any time, in whole or in part, without notice. Changes to these Terms will be communicated to all Customers when the Website is made public. The continued use of the Software by Customers will be treated as an acceptance of the existing Rules.

6.2. The Contractor reserves the right to interpret and apply the policies and procedures set forth in these Rules. In all cases, decisions must be final and final. These Rules supersede all previously published terms and conditions related to it.

7. PROCEDURE FOR DISPUTE RESOLUTION

7.1. All disputes and disagreements that may arise between the Parties as a result of the implementation of these Rules shall be resolved by negotiation and / or by submitting a complaint by the Parties.

7.2. All claims arising from the implementation of the Rules shall be in writing by the Parties.

7.3. The review period is 5 (five) business days from the date of its receipt.

7.4. If it is impossible to settle disputes through negotiations, they shall be considered by the relevant courts in the manner prescribed by the legislation of the Republic of Azerbaijan.

7.5. If the Contractor does not receive a written objection from the Customer within 1 (one) business day after the completion of the Services, the Services shall be deemed to have been properly executed by the Contractor and accepted by the Customer in full. Upon the expiry of the aforementioned period, the Client's complaints about service defects, including the quantity, cost and quality, will not be accepted.

8. CONFIDENTIALITY

8.1. The Contractor expressly authorizes the Client to disclose all Confidential Information within 10 (ten) years after the Effective Date and shall not disclose or distribute this information to third parties in any form, either directly or indirectly.

- 8.2. Confidential information includes all information that the Contractor or his staff receives in connection with the conclusion of the Rules for the provision of transport services with the Customer, irrespective of the form.
- 8.3. Confidential information does not apply to: (a) information received by the receiving Party prior to the date of the Rules signing; (b) Public information about circumstances beyond the control of the Parties, or information received from third parties without violating the terms of these Rules; (c) information required by applicable law or required to be disclosed as a result of any court / administrative procedure / court / government decision.
- 8.4. Confidential information also includes passenger information, including the timing, location and content of the routes, the content of the conversations with the Contractor (conversations with the driver, conversations between the passengers, passengers and third parties).

9. FINAL PROVISIONS

- 9.1. Force-majeure circumstances (fire, military operations, decisions of higher authorities, strikes, etc.), which make it impossible to fulfill the obligations arising from the rules, relieve the parties of their liability.
- 9.2. Contractor shall ensure confidentiality of personal information provided by the Customer during the preparation of the Transfer Service Order.
- 9.3. The information contained on the Site is obtained, collected and prepared by the Contractor for the Order and is valid at the time the Order is compiled.

10. ADDRESS AND REQUISITES OF THE Contractor:

CONTRACTOR:

“Air Transfer” branch of “Air Group” LLC

Address: Baku city, Ahmad Rajabli 3 str. 18, AZ1075,

TIN: 1600834421

Bank: “Pasha Bank” OJSC

C/A: AZ82NABZ01350100000000071944

Code: 505141

IBAN: AZ47PAHA40060AZNHC0390063723

Bank TIN: 1700767721

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