

**Public Offer Agreement**  
**for the provision of the service “Upgrades and Modifications of Airline Tickets” No. 1-25**

Republic of Cyprus

May 05, 2025

**KAMBLER HOLDING LTD**, represented by Director Kirill Tsimbler, acting on the basis of the Articles of Association, (hereinafter referred to as the "**Contractor**"), proposes to conclude a Public Offer Agreement for the provision of the service “Upgrades and Modifications of Airline Tickets” No. 1-25 (hereinafter referred to as the "**Contractor**") to an unlimited number of individuals/legal entities (hereinafter referred to as the "**Customer**"), who are collectively referred to as the "**Parties**", and each separately as the "**Party**", to conclude a Public Offer Agreement for the provision of the service "Upgrades and Modifications of Airline Tickets" No.1-25 (hereinafter referred to as – the "**Agreement**") in the manner and on the terms and conditions specified in this Agreement.

**1. TERMS AND DEFINITIONS**

**1.1.** The terms used in this Agreement shall have the following meanings:

**1.1.1. Acceptance of the offer** – full and unconditional acceptance by the Client of the terms of the Public Offer, in the form of this Agreement and its annexes. Acceptance of the offer creates an Agreement between the Contractor and the Client through the Client’s performance of Actions to accept the offer.

**1.1.2. The Contractor's Website** – the official website of the Contractor available on the Internet at: altitudeupgrade.com, which serves as one of the main sources of information for the Client under this Agreement.

**1.1.3. Contractor – Kambler Holding LTD**, Location: Antheon,13, Aradippou, 7103, Larnaca, Cyprus.  
Company registration code: HE464871. E-mail: info@kambler.com

**1.1.4. Actions to accept the offer** – actions indicating consent to comply with the terms of this Agreement. Such actions may be considered: pre-ordering the Services by placing an Order for the Services, through the form on the Contractor's Website, downloading an air ticket or entering information manually, clicking the button to confirm or send the Order, starting the actual receipt of the Services or paying for the Services, or all of the listed actions together or several of them.

**1.1.5. Customer** – a Partner or Client, holder of a Mastercard card that participates in the program and provides an opportunity to use the Service.

**1.1.6. Client** – an individual or legal entity who has accepted the Contractor’s Offer in the manner prescribed by this Agreement and who directly receives the Services.

**1.1.7. Date of conclusion of the Agreement** – the date of the Action to accept the offer when placing an order for the Service through the Contractor's Website.

**1.1.8. Offer** – the terms of this public offer agreement for the provision of services "Upgrades and Modifications of Airline Tickets", which are brought to the attention of all Customers/Clients by publication on the Contractor’s Website.

**1.1.9. Personal data** – information or a combination of information about the Client (a natural person) by which that person can be identified.

**1.1.10. "Upgrades and Modifications of Airline Tickets" or Services** – within the meaning of this Agreement, refers to the organization by the Contractor of informational and intermediary services aimed at improving the conditions of an airline ticket already purchased by the Client through any airline’s website, in particular the upgrade to business class, in accordance with the airline’s rules and the terms of this Agreement. The Service includes only the business class seat. Additional services (lounge access, baggage, fast track, etc.) are not included.

**1.1.11. Partner** – a legal entity that has valid contractual relations with the Contractor.

**1.1.12. Order** – the information provided by the Customer/Client to the Contractor not later than 6 hours prior to the requested time of service provision, and which is required to deliver the Service, according to the form available on the Contractor’s Website.

**1.1.13. Order confirmation** – generated by the Contractor and/or the airline in the form of a notification confirming the Order with an indication of the new service class, followed by sending the Client a new ticket granting the right to use the Service. The confirmation is sent to the Client via email or messenger (Telegram/Viber/WhatsApp) linked to the Client’s phone number.

**1.1.14. Order Rejection** – generated by the Contractor and/or the airline in the form of a notification about the refusal to provide the Service, sent to the Client via email or messenger (Telegram/Viber/WhatsApp) linked to the Client’s phone number.

**2. GENERAL PROVISIONS**

<p><b>2.1.</b> The Public Offer Agreement is public, concluded in accordance with Contracts Law Cap. 149., its terms are the same for all Customers/Clients.</p>
<p><b>2.2.</b> This Agreement is published in electronic form on the Contractor's Website and is concluded in accordance with the provisions of the Consumer Protection Law (N. 112(I)/2021). Customers/Clients may not propose their own terms for inclusion in this Agreement or suggest any changes to the terms of this Agreement.</p>
<p><b>2.3.</b> The Agreement is considered concluded in electronic form in accordance with the Electronic Commerce Law N. 156(I)/2004 upon the Client's action of accepting the offer, which signifies the Client's acceptance of all the terms of this Offer.</p>
<p><b>2.4.</b> By performing the action of accepting the offer, the Client simultaneously confirms that they consent to the processing of their Personal Data under the terms set forth in the Privacy Policy, which is an integral part of this Offer. The Client agrees to the terms of this Agreement, which are in effect at the time of Acceptance, and confirms that such actions are made voluntarily and in accordance with their internal will.</p>
<p><b>2.5.</b> This Agreement is considered to have legal consequences equivalent to a contract concluded in writing.</p>
<p style="text-align: center;"><b>3. SUBJECT OF THE AGREEMENT</b></p>
<p><b>3.1.</b> The Contractor undertakes, upon the Client's request, to provide informational and intermediary services aimed at improving the conditions of an already purchased airline ticket (upgrading the service class to business). The Client agrees to accept the Services and, in case of exceeding the ticket cost, to pay for these Services in accordance with Clause 5.2 of the Agreement.</p>
<p><b>3.2.</b> The Service is not the sale of an airline ticket and does not guarantee a result (the upgrade is only possible with the airline's approval and availability of such an opportunity).</p>
<p style="text-align: center;"><b>4. PROCEDURE AND TERMS OF SERVICE PROVISION</b></p>
<p><b>4.1.</b> The Customer independently places an Order: uploads the air ticket (PDF/image) or fills out the form manually (in case the file cannot be uploaded), specifying:</p> <ul style="list-style-type: none"> <li>• Full name;</li> <li>• Reservation code (PNR);</li> <li>• Ticket number (13 digits);</li> <li>• Date, route and airline;</li> <li>• other Personal data is determined by the application form on the Contractor's Website.</li> </ul>
<p><b>4.2.</b> When placing an Order by the Partner on behalf of the Client, the Client in any case:</p> <ul style="list-style-type: none"> <li>• familiarizes himself with and agrees with the terms of this Agreement and the Privacy Policy posted on the Contractor's Website, gives the Contractor his/her consent to the processing and use of his/her Personal data;</li> <li>• Through the Contractor's Website or no later than 6 hours before the time of provision of the Services, places a preliminary Order and enters/names Personal Data and/or Other Information necessary for the Order;</li> <li>• If the ticket price exceeds 500 Euros, makes the payment in the manner specified in Clause 5.3 of this Agreement.</li> </ul> <p>At the Contractor's request, the Client, who has applied for services and taken Actions to accept the offer under this offer, is obliged to provide a document confirming their identity. Without this document, the Contractor has the right to refuse the Client the provision of services.</p>
<p><b>4.3.</b> After receiving the Order, the Contractor ensures the processing of the Order, after which the Contractor sends the Client an Order Confirmation or a Rejection of the Order within approximately 2 (two) hours from the moment of receiving the Order. In case of Order confirmation, the Contractor sends the Client the upgrades and modifications of the airline ticket within 1 (one) hour.</p>
<p><b>4.4.</b> In case of cancellation or change of the flight by the airline after the Order confirmation and/or receipt of a new ticket by the Client, the Client has the right to submit a new Order (receive another Service), but this does not guarantee a second Order confirmation. If the airline changes only the departure time, the Order confirmation and upgrades and modifications of airline ticket remain valid.</p>
<p><b>4.5.</b> The Service provision period consists of the time required by the Contractor to provide the services, considering the Contractor's working hours from 10:00 AM to 7:00 PM Kyiv time (UTC+3). Requests outside this time are processed by the Contractor the next day.</p>
<p><b>4.6.</b> Upgrading the service class <b>is not guaranteed</b> and depends on the airline's policy, fare conditions, and the availability of seats in business class.</p>
<p><b>4.6.1. Possible reasons for refusal to provide the Service may include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• airline tickets booked through travel agencies or third-party platforms;</li> <li>• promotional fares or tickets with restrictions on class upgrades;</li> </ul>

- limited number of seats in business class or restrictions related to the base fare.

## 5. SERVICE COST AND PAYMENT PROCEDURE, REFUND POLICY

**5.1.** The cost of a single Service **up to and including 500 (five hundred) euros** for one Client's airline ticket is not subject to payment.

**5.2.** The cost of a single Service **exceeding 500 (five hundred) euros** for one Client's airline ticket must be paid based on an invoice sent to the Client after preliminary confirmation of the possibility of providing the Service and prior to receiving the upgrades and modifications of the airline ticket.

**5.3.** The Client can pay for the Order in the following ways:

5.3.1. by transferring funds to the Contractor's bank account;

5.3.2. via a payment system using the link provided by the Contractor upon Order confirmation.

**5.4.** All Services included in the Order must be fully paid at the time they are directly provided to the Client.

**5.5.** The Client's payment obligation shall be deemed fulfilled once the total amount is credited to the Contractor's current bank account in accordance with the Order.

**5.6** In case of **flight cancellation or modification by the airline** after the Order has been confirmed, or in case **the Client independently returns the airline ticket to the airline for any reason**, the Service shall be deemed consumed (regardless of whether the Client actually used the upgraded ticket or not), and the paid amount for the Service **is non-refundable**.

## 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

**6.1. The Contractor is obliged to:**

- to comply with the terms of this Agreement;
- not disclose confidential information received during the execution of this Agreement to third parties, except as provided in Section 5 of the Privacy Policy;
- inform the Client about the impossibility of providing the Service for any reason.

**6.2. The Contractor has the right to:**

- unilaterally suspend the provision of the Service without refund if the Client violates the terms of this Agreement;
- require the Client to comply with the terms of the Agreement;
- engage third parties and external organizations to fulfill the terms of this Agreement, while maintaining confidentiality;
- terminate this Agreement upon detecting inappropriate behavior by the Client, submission of false information in the Order, or other violations of this Agreement or applicable law. In such cases, if the Service has been paid for, the payment is non-refundable;
- restrict or suspend the provision of the Service in the event of an emergency, or cancel a confirmed Order due to unforeseeable circumstances beyond its control;
- unilaterally terminate this Agreement at its sole discretion.

**6.3. The Client is obliged to:**

- timely pay for the Contractor's Services in accordance with this Agreement;
- properly comply with the terms of this Agreement and timely inform the Contractor about the circumstances that prevent the Client from fulfilling this Agreement.
- independently inform themselves of the airline's fare rules, including any changes in the cost of Upgrades or Modifications set by the airline;
- assist the Contractor in the provision of Services by following the Contractor's instructions related to the Services under this Agreement.

**6.4. The Client has the right to:**

- in case of disagreement with the terms of this Agreement, not to take Actions to accept the offer and not to accede to this Agreement.
- exercise their rights concerning Personal Data as defined in Section 5 of the Privacy Policy.

## 7. TERM, AMENDMENTS, AND TERMINATION OF THE AGREEMENT

**7.1.** The Agreement shall enter into force for a particular Client from the moment the Client performs the Actions to accept the offer and remains valid for the period necessary to provide the Service in accordance with the terms of this Agreement.

If the Service cannot be provided for reasons beyond the Contractor's control, or if the Client refuses to receive the Service after it has been confirmed, the Agreement shall be deemed terminated, subject to the provisions regarding the non-refundable nature of the consumed Service.

**7.2.** The Contractor reserves the right to amend this Agreement at any time, with mandatory notification of the Clients via the Contractor's Website by publishing the updated version of the Agreement. However, with respect to each Client, the version of the Agreement that was in effect at the time of entering into the Agreement shall remain valid until the Parties have fully performed their obligations or the Agreement is otherwise terminated under its terms.

**7.3.** The Parties have the right to terminate this Agreement unilaterally by written notification sent to the Party's e-mail or in Telegram/Viber messengers in cases provided for by this Agreement and the current legislation of the Republic of Cyprus.

**7.4.** After the expiration of the Agreement, as well as in case of impossibility to perform the Agreement by the Contractor or the Client, the Agreement is considered terminated.

## **8. PERSONAL DATA PROCESSING PROCEDURE**

**8.1.** The collection and processing of the Client's personal data is carried out in accordance with the Privacy Policy published on the Contractor's Website, which constitutes an integral part of this Agreement.

## **9. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION**

**9.1.** By performing the Actions to accept the offer, the Client is aware of and agrees that the upgrade **is not guaranteed** by the Contractor and depends on the airline's policy, fare conditions and availability of free seats in business class.

**9.2.** The Contractor shall not be liable for:

- direct or indirect damages, lost profits or moral damage to the Client related to the use or inability to use the Service;
- for the functioning of the Internet and the Client's inability to get acquainted with the information on this offer.
- for the content and truthfulness of the information provided by the Customer when placing the Order. The Customer is responsible for the accuracy of the information specified when placing the Order.

**9.3.** In case of disputes related to the performance of this Agreement by the Parties, the Parties undertake to resolve them through negotiations in compliance with the claim procedure. The term for consideration of the claim is 7 (seven) calendar days from the date of its receipt.

**9.4.** All disputes, controversies or claims arising out of or in connection with this Agreement, including those relating to its performance, breach, termination or invalidity, shall be resolved in the relevant court in accordance with the provisions of the legislation of the Republic of Cyprus.

## **10. FORCE MAJEURE**

**10.1.** The Parties shall not be liable for non-fulfillment of any of their obligations, except for payment obligations, if they prove that such non-fulfillment was caused by force majeure circumstances, i.e. events or circumstances that are really beyond the control of such Party, occurred after the conclusion of this Agreement, which are unforeseen and inevitable.

Force majeure circumstances include, in particular, natural disasters, strikes, fires, floods, explosions, icing, wars (both declared and undeclared), riots, transport delays caused by accidents or adverse weather conditions, blackouts, hostilities; catastrophes, restrictions imposed by state authorities (including allocation, priorities, official requirements, quotas and price controls), if these circumstances have directly affected the implementation of this Treaty.

**10.2.** The Party for which it has become impossible to fulfill its obligations under this Agreement due to the occurrence of force majeure circumstances shall immediately inform the other Party in writing about the occurrence of the above circumstances, as well as within 30 (thirty) calendar days provide the other Party with confirmation of force majeure circumstances. A proper written notification of the Customer/Client is the placement of information by the Contractor on the Contractor's Web site and/or messages to the Customer's e-mail, SMS/ Telegram/Viber.

**10.3.** The time required by the Parties to fulfill their obligations under this Agreement will be extended for the period during which the performance was postponed due to the above circumstances.

**10.4.** If, due to force majeure circumstances, non-fulfillment of obligations under this Agreement lasts more than three months, each of the Parties has the right to terminate this Agreement unilaterally by notifying the other Party in writing. Despite the occurrence of force majeure, before termination of this Agreement due to force majeure, the Parties shall make final mutual settlements.

**10.5.** Proper proof of the presence of force majeure circumstances is a certificate of an authorized state body or a decision of state authorities, local government bodies (for example: on the introduction of quarantine measures), etc.

## **11. OTHER TERMS OF THE AGREEMENT**

**11.1.** Each Party guarantees to the other that it has the necessary legal capacity, as well as all the rights and powers necessary and sufficient for the conclusion and performance of this Agreement in accordance with its terms.

**11.2.** By acceding to this Agreement, the Client agrees that in order to ensure the quality of the Services and internal control, telephone conversations between the Contractor and the Client may be recorded.

**11.3.** By acceding to this Agreement, the Client gives his/her consent to audio and video surveillance, which may be carried out during the provision of the Services.

**11.4.** By acceding to this Agreement, the Client is aware and agrees that the Contractor has the right to use the data obtained as a result of photo, audio, video recording in the event of a conflict in order to establish the truth and protect the legal rights and interests of the Contractor (including in law enforcement agencies, judicial authorities, when applying for legal assistance).

**11.5.** The Parties are fully responsible for the correctness of the details specified by them and undertake to timely notify the other Party about their change, and in case of failure to notify, they bear the risk of adverse consequences associated with this.

**11.6.** In the event that any part or parts of this Agreement are found to be invalid, illegal or unacceptable for execution, this decision does not affect the assessment of the validity, legality and feasibility of its other parts and provisions.

**11.7.** In cases not regulated by this Agreement, the provisions of the current legislation of the Republic of Cyprus shall apply.

## **12. APPENDICES**

### **12.1. Privacy Policy**

## **13. DETAILS OF THE CONTRACTOR:**

**«Kambler Holding» LIMITED TRADE DEVELOPMENT**

Location: Antheon,13, Aradippou, 7103, Larnaca, Cyprus.

Company registration code: HE464871.

E-mail [info@kambler.com](mailto:info@kambler.com)