

AndeScape Terms and Conditions

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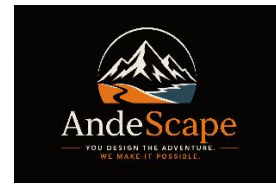
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1. About AndeScape

AndeScape is a company specializing in the design, organization, and coordination of personalized itineraries that combine destinations and tourism services throughout Chile, including outdoor activities, trekking, and expeditions. To deliver these itineraries, AndeScape coordinates and, where applicable, arranges services provided by independent tourism service providers, including accommodation, transportation, meals, equipment rental, and other complementary travel services.

Legal Name: AndeScape SpA

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Email: contact@andescape.com.

Website: <https://andescape.com>

2. The role of AndeScape

During the provision of the contracted services, AndeScape shall act as the trip coordinator and the primary point of contact between the Client and the various service providers involved in the itinerary.

In particular, AndeScape undertakes to:

- Maintain communication with the Client before and throughout the trip via WhatsApp and email, responding to inquiries as promptly as reasonably possible and providing assistance for the duration of the contracted services.
- Provide daily updates on weather conditions and any other relevant information that may affect the safe execution of the itinerary.
- Coordinate transportation schedules, pick-up times, and meeting points between the Client and the assigned driver whenever transportation services are included in the itinerary.
- Provide a GPS tracking device for all self-guided activities exceeding 10 km in total distance, with the aim of enhancing safety and allowing route monitoring.
- Coordinate itinerary adjustments, where necessary, due to weather conditions, access restrictions, decisions by competent authorities, or any other circumstances that may affect the safety or feasibility of the planned activities.



3. Contractual documentation

Before confirming any booking or making any payment, AndeScape shall provide the Client with the following documents:

i. **General Terms and Conditions**, which set out the general terms applicable to all services provided by AndeScape.

ii. **Service Agreement**, which specifies the details of the itinerary prepared for the Client, including the contracted services, travel dates, prices, and all other applicable terms and conditions.

The Client shall carefully read both documents before accepting the quotation and paying the booking deposit. By making such payment, the Client acknowledges that they have read, understood, and expressly accepted both these General Terms and Conditions and the Service Agreement.

4. Service Agreement

The **Service Agreement** is the document that identifies and describes each of the services contracted by the Client, together with their specific terms and conditions.

The Service Agreement constitutes the specific agreement entered into between the Client and AndeScape and supplements these General Terms and Conditions. It details all services included in the personalized itinerary, together with the specific terms applicable to each of them.

In the event of any inconsistency, the provisions of the Service Agreement shall prevail over these General Terms and Conditions with respect to the services expressly contracted.

In particular, the Service Agreement specifies:

- The daily itinerary, including scheduled transportation times.
- The contracted activities and the execution modality of each activity (guided or self-guided).
- The transportation services included in the itinerary, the coordination of which between the Client and the drivers shall be managed by AndeScape.
- The accommodation included throughout the itinerary, which may include, where applicable, campsites, camping equipment rental, campgrounds, cabins, mountain huts, or hotels.
- The meal services included in the agreement, clearly identifying which meals are provided by AndeScape and which remain the Client's responsibility.
- Any additional services, equipment, or special conditions agreed upon for the execution of the itinerary.

AndeScape undertakes to coordinate and manage the contracted services with due care, making every reasonable effort to ensure their proper execution in accordance with the Service Agreement.

The following sections describe the general terms applicable to each of the services referred to above.



4.1. Reservations

Once the Client has accepted the **Service Agreement** and paid the required booking deposit, AndeScape shall begin arranging and confirming the various services included in the contracted itinerary for the agreed dates and times.

These arrangements may include, where applicable:

- Coordinating transportation services and scheduling pick-up times and meeting points with the assigned drivers.
- Booking the accommodation included in the itinerary, including campsites, cabins, mountain huts, hotels, or any other accommodation previously agreed upon.
- Obtaining reservations, entry permits, and any other authorizations required to access national parks, nature reserves, protected areas, or any other location requiring prior registration or authorization.

AndeScape will make these reservations as soon as reasonably practicable after receiving the booking deposit. However, certain destinations, national parks, and activities may be subject to high seasonal demand, and availability will therefore depend on capacity at the time the reservations are made. Should any availability limitations arise, AndeScape will promptly inform the Client and, whenever possible, propose equivalent alternatives.

To complete reservations on the Client's behalf, the Client shall provide accurate and complete personal information, including, where applicable, their full name, nationality, date of birth, passport or identity document details, and any other information required by service providers or the relevant authorities. The Client shall be solely responsible for the accuracy of the information provided.

4.2. Transportation

Where the contracted itinerary includes transportation services, AndeScape shall coordinate transfers between the various locations included in the itinerary through previously selected drivers who are familiar with the access routes and designated meeting points for each itinerary. AndeScape shall coordinate pick-up and return times and locations between the Client and the driver, ensuring the smooth execution of the travel plan.

Transportation services are intended solely to facilitate access to the contracted activities and do not, by themselves, constitute guiding, technical guidance, or mountain leadership services. Such responsibilities shall rest exclusively with a certified professional guide whenever guiding services form part of the contracted itinerary.

4.3. Accommodation

Where the contracted itinerary includes accommodation, AndeScape shall coordinate and arrange reservations for temporary accommodation at the various locations included in the itinerary in order to facilitate its proper execution. The type of accommodation and the services included shall be specified in **the Service Agreement** applicable to each Client, which forms an integral part of this agreement and must be reviewed and accepted by the Client before payment of the booking deposit. Accommodation services shall be provided by independent service providers selected by AndeScape according to the characteristics and requirements of the contracted itinerary.



4.4. Meals

Where the contracted itinerary includes meal services, AndeScape shall plan and coordinate such services in accordance with the Client's preferences, dietary restrictions, and any other relevant information provided during the quotation request process.

The Service Agreement shall specify the meal arrangements for each day of the itinerary, clearly identifying the meals included and their nature. Depending on the activity, meal services may include breakfast, trail lunches, hot meals prepared at base camp, or meals at selected restaurants, in which case the maximum amount included per person shall be specified. The agreement shall also indicate whether dinner is included on each day.

Where required by the itinerary, AndeScape shall coordinate with the Client the purchase of food supplies at designated locations and times throughout the trip, with the aim of optimizing travel logistics and ensuring the availability of provisions for subsequent activities.

For itineraries involving self-catering, AndeScape may arrange the rental of camping stoves, cooking utensils, and other necessary equipment, provided that such services are included in the Service Agreement.

5. Activities

AndeScape's aims to provide its Clients with a safe, well-organized experience tailored to the characteristics of the contracted itinerary. To achieve this, AndeScape plans and coordinates all logistical aspects necessary for the proper execution of the activities, including reservations, access permits, schedule coordination, and operational support throughout the itinerary.

5.1. Permits and Notifications

Where required, AndeScape shall arrange reservations, entry permits, and payments associated with national parks, nature reserves, protected areas, or other regulated locations. Likewise, AndeScape shall provide the Client with the information necessary to comply with entry requirements established by the relevant authorities, including, where applicable, coordinating mandatory notifications or registrations with organizations such as CONAF, Carabineros de Chile, or any other authority responsible for the management of the area being visited.

5.2. Equipment

The Client is responsible for bringing all mandatory equipment specified in the Service Agreement or otherwise communicated by AndeScape prior to the activity. Failure to carry the required equipment may result in the Client being unable to participate in the activity where, in the reasonable judgment of AndeScape or the professional guide, such absence could compromise the safety of the participant or the group.

Upon the Client's request, AndeScape may arrange the rental of expedition, camping, or safety equipment, subject to supplier availability. Such equipment may include, among other items, tents, sleeping bags, camping stoves, fuel canisters, cooking utensils, helmets, crampons, gaiters, snowshoes, trekking poles, GPS devices, avalanche transceivers (AVDs), shovels, and probes.



Requests for rental equipment must be submitted before the activity and within the deadlines established by AndeScape to ensure equipment availability. AndeScape shall also inform the Client in advance of the recommended and mandatory equipment required for each activity.

5.3. Activity format

The Service Agreement shall expressly specify the type of each contracted activity, indicating whether it will be conducted as a guided activity or a self-guided activity. The agreement shall also describe the services included, the specific conditions applicable to each activity, and any particular requirements established by the destination or the authorities responsible for the area in which the activity takes place.

5.3.1. Guided Activities

Where an activity is conducted with a professional guide, all decisions regarding the management of the group, participant safety, pace of travel, route modifications, suspension of the activity, or early return shall rest exclusively with the guide, who shall act in accordance with their professional judgment and the prevailing conditions in the field.

5.3.2. Self guided Activities

For self-guided activities, AndeScape does not provide guiding services or mountain supervision. Its role is limited to designing the itinerary, coordinating the contracted logistics, providing the information necessary for the successful completion of the activity, and offering remote support throughout the duration of the contracted services.

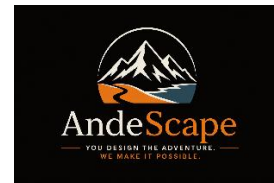
To enhance participant safety, AndeScape may provide GPS tracking devices for itineraries where such equipment is included, and may maintain communication with the Client to monitor the progress of the activity.

If the Client fails to arrive at the agreed meeting point, cannot be contacted within a reasonable period of time, or if circumstances reasonably suggest that the Client may be at risk, AndeScape may initiate a verification protocol by first attempting to contact the Client and, where justified, notifying the appropriate emergency services or competent authorities.

For itineraries involving sections without clearly marked trails, glaciers, snowfields, high mountain passes, or any terrain that, in AndeScape's reasonable judgment, requires technical mountaineering skills or advanced navigation, the Company may require the participation of a certified professional guide as a condition for carrying out the activity.

5.4. Force Majeure

AndeScape provides a highly personalized service. Accordingly, ongoing communication between the Client and AndeScape is an essential element for the successful execution of the contracted itinerary. Both parties agree to cooperate in good faith to resolve any issues that may arise during the provision of the contracted services.



AndeScape shall not be liable for the total or partial non-performance of the contracted itinerary where such non-performance results from events of Force Majeure or from circumstances beyond its reasonable control that prevent, hinder, or make the safe execution of the contracted services inadvisable.

Events of Force Majeure include, but are not limited to, adverse weather conditions, heavy rainfall, snowfall, thunderstorms, strong winds, avalanche risk, flooding, wildfires, volcanic activity, earthquakes, landslides, road closures, restrictions or closures imposed by competent authorities, the closure of national parks or protected areas, strikes, public health emergencies, accidents, failures of essential services, or any other unforeseeable or unavoidable event that compromises the safety of participants or the feasibility of the itinerary.

The flexibility to adapt itineraries to actual field conditions is an essential component of the services provided by AndeScape and is intended to protect the safety of participants while maximizing the overall quality of the travel experience.

5.4.1. Itinerary Modifications Due to Safety or Force Majeure

Where weather conditions, terrain conditions, restrictions imposed by competent authorities, the closure of national parks, or any other Force Majeure event prevent or reasonably render the safe execution of an activity inadvisable, AndeScape shall, as a first option, seek to reschedule the activity within the same itinerary. Where this is not reasonably possible, AndeScape shall propose an alternative activity of similar duration and nature, seeking to reach a mutually agreed solution with the Client.

Only where none of these alternatives is reasonably feasible shall AndeScape arrange reimbursement for those services that were not provided and whose costs are effectively recoverable from the relevant service providers.

Any modification of an activity based on objective safety considerations shall not constitute a breach of contract by AndeScape.

6. Liability

AndeScape operates as an organizer and coordinator of personalized travel itineraries, exercising reasonable care in the planning, coordination, and management of the contracted services. AndeScape shall be responsible for the proper performance of the obligations corresponding to its role as organizer and trip coordinator, without prejudice to the responsibilities of the independent service providers for the services they individually provide.

AndeScape does not provide medical, personal accident, or mountain rescue insurance. Accordingly, all Clients are strongly encouraged to obtain comprehensive travel insurance covering medical assistance, personal accidents, emergency evacuation, and mountain rescue, particularly where the itinerary includes mountain activities or travel to remote areas.

Trekking, mountaineering, and adventure activities take place in natural environments that involve inherent risks, even where all reasonable safety measures have been implemented.

The performance of all activities shall remain subject to the access conditions, restrictions, and safety regulations established by the administrators of protected areas, the competent authorities, and the service providers responsible for each activity.



6.1. Client Responsibilities

The Client declares that they are in a physical and medical condition compatible with the contracted activities and undertakes to inform AndeScape in advance of any illness, injury, medical treatment, allergy, or other condition that could affect the safe execution of the itinerary.

By accepting these General Terms and Conditions and the Service Agreement, the Client acknowledges the nature of the contracted activities, accepts the inherent risks associated with them, and undertakes to comply with all safety instructions issued by AndeScape, by the professional guide where applicable, and by the competent authorities. The Client further acknowledges that the itinerary may be modified or suspended whenever objective safety considerations so require, in accordance with these General Terms and Conditions.

The Client is responsible for bringing all mandatory equipment specified in the Service Agreement or otherwise communicated by AndeScape prior to the activity. Failure to carry the required equipment may result in the Client being unable to participate where such absence could compromise the safety of the participant or the group.

The Client undertakes to comply with the schedules established in the Service Agreement. Delays may affect the proper execution of the itinerary and, where they result in the loss of a previously reserved service, any resulting costs shall be borne by the Client.

AndeScape shall not be liable for the loss, theft, or damage of the Client's personal belongings unless such items have been expressly placed under AndeScape's custody, including during transportation or within accommodation arranged as part of the contracted services. In the event of loss or damage to rented equipment attributable to the Client, the Client shall reimburse the replacement value of the affected equipment.

7. Payments

Acceptance of the quotation and the Service Agreement shall become effective upon payment of the booking deposit specified therein, which shall be equal to **20% of the total price of the contracted itinerary**, unless otherwise expressly agreed.

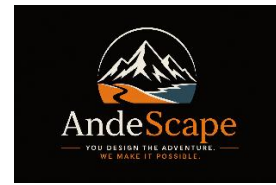
Upon receipt of the booking deposit, AndeScape shall begin arranging and coordinating the various services included in the itinerary, such as accommodation, transportation, entry permits, admission fees, equipment rental, and any other services specified in the Service Agreement.

The remaining balance shall be paid within the deadline established in the Service Agreement. Unless otherwise agreed, payment must be made sufficiently in advance to allow the final confirmation of all reservations included in the itinerary.

Failure to comply with this payment deadline may result in the cancellation of any reservations that have not yet been confirmed by AndeScape.

7.1. Currency and Payment Methods

Prices may be quoted in Chilean Pesos (CLP), United States Dollars (USD), or any other currency expressly specified in the Service Agreement.



The total price of the contracted services and the applicable payment currency shall be expressly stated in the Service Agreement.

Where the Client's chosen payment method results in bank charges, transaction fees, or currency conversion costs beyond AndeScape's control, such charges shall be determined by the relevant financial institution and, unless expressly agreed otherwise, shall be borne by the Client.

7.2. Cancellation and Refund Policy

The Client may cancel the Service Agreement at any time by providing written notice to AndeScape. In the event of cancellation, AndeScape shall make reasonable efforts to recover any amounts already committed to third-party service providers. Any refunds shall be subject to the cancellation policies of the relevant providers and to any expenses effectively incurred up to the date of cancellation. Any non-refundable amounts relating to reservations, permits, entrance fees, or other services already arranged may be deducted from the amount to be refunded.

8. Data protection

The personal data provided by the Client shall be used exclusively for the organization of the contracted itinerary, the management of reservations, and compliance with applicable legal obligations. Such information may be shared only with those service providers whose involvement is necessary for the proper delivery of the contracted services.

9. Governing law

These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Chile. Any dispute arising out of or in connection with the interpretation, performance, or enforcement of these General Terms and Conditions shall be submitted to the competent courts of the Republic of Chile, without prejudice to any rights the Client may have under applicable consumer protection legislation.