

# Terms and Conditions

## **Terms and Conditions and their acceptance.**

PatagonAdventure, owner of the website [www.patagonadventure.cl](http://www.patagonadventure.cl) (hereinafter, the “Website”) is a company that is dedicated to managing the reservation and sale of tourist services, such as activities, excursions, guided tours, accommodations and tourist packages. (hereinafter, the “Services”), for those users who are interested in contracting these Services. PatagonAdventure makes the Website available to users, through which a natural or legal person (hereinafter, the “User”) may reserve the Services.

By entering the Website, that is, accessing, viewing or using the materials, content or services accessible through it, the User declares that he or she understands and accepts these Terms and Conditions, which define the rights and obligations of PatagonAdventure and the User for contracting the Services.

These are the only Terms and Conditions applicable to the use of the Website (without prejudice to the fact that for certain Services there may be particular conditions) and to the contracting of the Services, and they replace any other conditions, unless previously agreed in writing between PatagonAdventure and the User.

## **Purpose of the Website.**

PatagonAdventure has developed the Website to offer the User a reservation service for activities, excursions, tourist packages, hotels, flights and transfers in Chile, for one or more passengers (hereinafter, the “Passenger”).

The User, at the time the reservation is formalized, will establish a direct contractual relationship with PatagonAdventure (hereinafter “the Operator”).

## **Reservation of Services.**

All reservations for Services (tours, transfers, programs and others) are made exclusively through the Website (hereinafter, the “Reservation”) and subsequent coordination. It is the sole responsibility of the User to correctly select the service to reserve, as well as the correct date, time and number of passengers, with no possibility of refund or rescheduling in case of mistake.

## **Use of services.**

You can use the Services exclusively on the dates, times and places indicated in the Reservation confirmation email, with no possibility of refund or rescheduling in case of no-show or non-use of the services, even if due to a reason of health or force majeure.

Considering that PatagonAdventure does not make refunds or rescheduling for non-use of services due to health reasons or force majeure, it is always recommended to travel with travel insurance that covers cancellations in these cases.

Cancellations, rescheduling and changes by the passenger.

Any cancellation or rescheduling must be requested by the User who made the reservation, exclusively by sending an email. The possibility of cancellation at no cost will always be subject to the Service's cancellation policy, while the possibility of rescheduling will always be subject to the Service's rescheduling policy as well as availability on the new requested date.

According to the provisions of article 3 bis letter b) of Law 19,496 on the Protection of Consumer Rights, sales made on the Website do not apply to the right of withdrawal.

### **Cancellations, rescheduling and changes by PatagonAdventure.**

The Operator may suspend the delivery of a Service in advance or even on the same day of delivery of the Service, due to weather conditions or for reasons of force majeure (natural disasters, accidents on the road, demonstrations, unplanned closures of parks and failures. transportation techniques, among others). In the event of any suspension of this type, the possibilities of rescheduling or cancellation at no cost will be subject exclusively to the Operator's own policies.

The characteristics of a Service, such as the places to visit, the visit time at each stop, the order of the itinerary and the start and end time of the Service, may be modified without prior notice, due to weather conditions, for reasons of force majeure, due to changes in the schedules of subcontracted connection transfers (catamaran, ferry or train, among others), or due to the time that a border crossing could take, in the case of cross-border Services. In the event of any change of this type, no refunds (neither total nor partial) are made.

### **Refunds.**

The deadlines and ways in which refunds are processed by PatagonAdventure are detailed below, which vary depending on the payment method used by the User at the time of booking:

WebPay (credit card): for payments made by credit card through Webpay, the refund will be reversed directly to the card, within 7 days.

### **Refunds.**

The deadlines and ways in which refunds are processed by PatagonAdventure are detailed below, which vary depending on the payment method used by the User at the time of booking:

WebPay (credit card): for payments made by credit card through Webpay, the refund will be reversed directly to the card, within 7 days.

Redcompra (debit card): for payments made using debit cards issued in Chile, the refund will be by bank transfer to a Chilean account, within 7 days.

PayPal: for payments made by credit and/or debit card through PayPal, the refund will be made to the same card with which the payment was made, within a period of 7 days. Sometimes, PayPal may make the refund as a credit balance in the user's PayPal account.

Bank transfer and deposit in Chilean pesos: for payments made by bank transfer or deposit in Chilean pesos, the refund will be made by transfer to a bank account in Chile, within a period of 7 days.

The indicated deadlines correspond to the management by PatagonAdventure. Thereafter, refunds may take a few additional days depending on the procedure of the payment processor and credit card issuing bank. Refunds will always be processed in the currency in which the payment was made, and the exchange rate will be the one used at the time of booking and payment. PatagonAdventure does not process payments in currencies other than those published nor is it responsible for exchange rate variations in the event that the issuing bank of a card processes the payment in other currencies.

In the event that it is not possible to make a refund to a credit and/or debit card, either due to the age of the transaction, because it is a debit card issued in countries other than those indicated above or for any other reason, Refunds will be made by sending payment in United States Dollar (USD) to a PayPal account. In the event that the amount to be refunded through PayPal is in a currency other than the United States dollar (USD), the exchange rate on the day of purchase will be used to convert the amount to USD and make the equivalent shipment.

#### **Physical condition, clothing and equipment.**

The Website indicates the restrictions and conditions that Users must comply with, along with the equipment and clothing that Users must wear for each Service. In the event that a passenger does not comply with the restrictions and conditions, or does not have the physical condition, clothing and/or equipment required to use a Service, and this partially or totally prevents the use of the same, There will be no refund or possibility of rescheduling the Reservation.

#### **Entrance to parks and nature reserves.**

The prices of park tickets not included in the price of a Service are determined by the parks themselves and are subject to change without prior notice.

It is the passenger's responsibility to be aware of the rules of each park and to strictly comply with them. The passenger must assume all responsibilities and costs associated with an expulsion or fine for non-compliance with any rule.

Any permission for the use of an electronic item (drone, tripod or others), which is not permitted except through express permission, must be requested and managed exclusively by the passenger.

**Care of belongings.**

Passengers will be solely responsible for taking care of their belongings and personal items while using a Service, and for not carrying large sums of cash or objects of great value. PatagonAdventure will not be responsible under any circumstances for their loss.

**Border crossing.**

For a Service that considers a border crossing, it will be the Passengers' responsibility to have the required travel documents according to their country of origin (travel document, immigration card, tourist visa, reciprocity fee, letter of invitation and/or criminal record certificate, as applicable), be duly authorized to cross the border (without having a roots order or any other condition that prevents it) and, if traveling with a minor, have all the documents and permits corresponding notaries. In the event that the Passenger cannot cross the border due to not complying with some of the aforementioned points, there will be no possibility of refund or rescheduling and it will be the Passenger who will have to pay for his or her transfer from the border crossing to the place where the Service begins.

**Improper use of platform.**

You are not permitted to use the PatagonAdventure website or its Services reservation process for purposes other than the reservation and use of tourist services. Any misuse of the platform is strictly prohibited and will be p