

# General Conditions for Passengers and Luggage Transport

## Explora Connects Patagonia (understanding & signature required for purchase)

The following are the terms and conditions for flights associated with the “Deep Patagonia” program of EXPLORA CHILE S.A. or “EXPLORA”, which are operated by Aerovías DAP S.A.

This document and the confirmation of your reservation are both constituent parts of the contract between EXPLORA CHILE S.A. and the passenger.

When reading these terms and conditions, consider that:

- "We", "our", "ourselves" and "us" means EXPLORA CHILE S.A., and the flights operated by Aerovías DAP (hereinafter, "Carrier") with an operations center located at the Carlos Ibañez del Campo Airport, Punta Arenas, Chile.
- "You", "your" and "yourself" means any person, except members of the service crew, who has a valid ticket for transportation.

### I. Air Freight and Transport Services

1. The Carrier's air freight and transport services are not scheduled operations, ie they are not part of the regular national cabotage planning.
2. The services provided for EXPLORA are "point to point".
3. Each flight is planned to guarantee that passengers are transported to their destinations with the least amount of intermissions possible, however the daily operation in the airspace of Patagonia is highly variable. This constant variation, together with factors beyond our control (storms, rain, sssflight operation).
4. Patience and understanding in accepting flexible departure and arrival times is greatly appreciated.
5. You are allowed one (1) piece of standard carry-on baggage (maximum 5kg) and one piece of standard checked hold baggage of maximum 20kg with the following maximum dimensions 80cm long, 48cm width, 19cm deep (80x48x19cm),
6. Excess baggage is charged at a standard rate subject to the availability of space and / or weight. Due to the aircraft conditions and availability of space, extra luggage may be not embarked on board.
7. In addition, it is allowed to carry a handbag, wallet, coats, umbrellas, laptops and small personal items on board.
8. Checked baggage will be delivered to the bearer of the luggage-check document issued
9. In the event of loss, delay and / or damage to baggage, a written complaint must be submitted to the carrier within seven (7) days of the loss. In case of damage to luggage, a written complaint

10. must be made to the carrier immediately after discovering the damage and, at the latest, before leaving the air terminal building or to the crew in case the service is carried out to runways.
11. landing without terminal buildings in Patagonia. Consult the corresponding transport conditions. Legal limitations of liability shall be applicable as stated in Paragraph IV.
12. If you have fragile, valuable and / or perishable items included in your luggage, we recommend additional insurance from your insurance company.
13. Although we promise to do everything possible to transport you and your luggage with reasonable shipping times that are specified in the reservation process, they are not guaranteed and are not part of this contract. The carrier may, without prior notice, substitute crews or aircraft and may alter or omit the stopping places shown on the ticket if necessary. Hours are subject to change without prior notice.
14. The Carrier and Explora are not responsible for delays in arrivals.
15. The Carrier and Explora, will not be responsible for any additional costs incurred if it cannot land on the reserved runway due to detours, weather, unusable runways, covered with snow, ice or flooded, strong winds or any other situation beyond its control

## . II. Scheduled Air Services

1. The check-in counter in Punta Arenas opens 2 hours before departure and closes 45 minutes before departure.
2. Subsequent connections, if any, must be made at least two hours in advance.
3. The Carrier and Explora are not responsible for delays in arrival.
4. The Carrier and Explora will not be liable for any additional costs incurred if the aircraft can not land on the track reserved due to detours, weather, tracks unusable landing, covered with snow, ice or waterlogged, strong winds or any other situation beyond their control
5. Passengers are allowed to One (1) piece of standard carry-on baggage (maximum 5kg) and one piece of standard checked hold baggage of maximum 20kg with the following maximum dimensions 80cm long, 48cm width, 19cm deep (80x48x19cm),. Due to the aircraft conditions and availability of space, extra luggage may be not embarked on board.
6. Excess baggage is charged at a standard rate subject to the availability of space and / or weight.
7. Confirmed reservations are subject to automatic release if full names of passengers are not received at the time of confirmation.
8. We reserve the right to include technical stops *en route* due to the operating conditions at the time, which is in the interest of safety and at the sole discretion of the Captain of the aircraft, who are Patagonia flying experts;
9. Smoking is not allowed on any flight;
10. The Carrier operates as a point-to-point airline and will not be responsible in the event that incoming or connecting flights are missed or delayed and passengers miss subsequent flights. Neither Explora is to held responsible.
11. We are not responsible for any delays due to weather, weather or technical delays for flight, crew and passenger safety, we will resolve the situation to the best of our ability;
12. In case of bad weather (runways with low clouds, strong winds, icy, flooded or any other situation), the Carrier reserves the right, in the interests of safety, to cancel the flight or divert it to the appropriate landing strip and nearest service; This could mean a road transfer for travelers to get to / from their final destination. Once a decision is made, the Carrier will make the necessary

13. arrangements. This detour will only be made in the interest of safety and when the weather and / or runway conditions are not suitable for landing at your original destination.
14. Minimum of 2 people per reservation.
15. Pregnant women can travel until the 27th week of their pregnancy even if they have a medical certificate confirming the stage of their pregnancy and that they are fit to fly. Please note that we do not have trained personnel to assist with delivery and we can also fly in airplanes without pressure, at lower levels and land on runways with different ground conditions than normal. All of these factors can induce labor.

### III. Dangerous Items

1. For safety reasons, dangerous items such as those listed below should not be transported in passenger luggage:
  - a. Compressed gases (deeply refrigerated, flammable, non-flammable, and poisonous) such as butane, oxygen, liquid nitrogen.
  - b. Firearms and explosives, pistols, automatic weapons, bullets, ammunition, including blank cartridges, pistol caps, fireworks, flares, smoke charges.
  - c. Flammable liquids and solids such as fuel for lighters, matches, paints, solvents, lighters.
  - d. Radioactive materials.
  - e. Briefcases and briefcases with installed alarms.
  - f. Oxidizing materials such as bleaching powders, peroxides.
  - g. Poisons and infectious substances such as insecticides, herbicides, and live virus materials.
  - h. Other dangerous items such as magnetized materials, defense materials, or irritants.
  - i. The use of telephones on board is not allowed.
2. Dangerous items may seem harmless enough when stored in warehouses or pantries, but spilled, mixed, or exposed to heat can become extremely dangerous. Examples of these items are chlorine, acid, drain cleaner, bleach, etc. For this reason, articles classified as dangerous goods must be transported in accordance with the Technical Instructions and current regulations of the IATA, DGAC and the civil aeronautical code.
3. Some dangerous goods can only be transported on an airplane if they are properly packed by a competent person or a certified packing company. These items are listed in the IATA Dangerous Goods Regulations and must be packed, marked and labeled in accordance with the DGAC Technical Instructions.
4. ITEMS PROHIBITED IN THE CABIN: The following list (aligned with IATA recommended practice) is provided as a guide to items that should not be allowed in the cabin, both on international and domestic flights. However, the items listed on this list, except firearms, may be carried in passengers' checked baggage. This does not include the obvious items considered harmful, i.e. knives, firearms, explosives, grenades, ammunition, axes, baseball bats and other similar sports, bows and arrows, box cutters - cardboard knife, metal mitts, corkscrew , crowbars, self-defense chemicals or gases, fire extinguishers, flare guns, golf clubs, hammers, hockey

sticks, hunting knives, ice axes / ice picks, large, heavy tools (wrenches, pliers, etc.), martial arts, metal scissors with lacerating tips, pepper spray, pool cues, portable electric drills, razor blades, religious knives, screwdrivers, ski or trekking poles, fishing rifles, stun guns / electric shock devices, swords of any kind, tear gas, throwing stars, toy guns, etc.

5. Dangerous goods must not be transported under any circumstances, whether as passengers or crew, checked or hand luggage.

#### IV. Limitations of Liability for Loss of Luggage

1. Liability for loss, late arrival or damage to luggage is limited according to Chilean Law, unless the value is declared in advance and additional charges are paid. For domestic travel liability is limited under Chapter IX Title I of the Code. For most international travel (including domestic portions of international travel), the liability is approximately US \$ 9.07 per pound (US \$ 20 per kilogram) for checked baggage and US \$ 400 per passenger for unchecked baggage .
2. If the passenger's itinerary includes a final destination or a stopover in a country other than the country of departure, the Warsaw Convention may be applicable which in most cases limits the Carrier's liability for death or personal injury and with regarding loss or damage of luggage.
3. Checked baggage will be delivered to its bearer. In case of damage to luggage, a written complaint must be made to the carrier immediately after discovering the damage and, at the latest, before leaving the air terminal building or to the crew in case the service is carried out to runways. landing without terminal buildings in Patagonia. Consult the corresponding transport conditions.

#### V. Contract Conditions

1. As used in this contract, "ticket" means the ticket or itinerary, the reservation confirmation voucher and the baggage ticket of which these terms and conditions are part.
2. "Carrier" refers to all air carriers that transport or undertake to transport the passenger or their luggage, by virtue of this, or perform any other service related to said air transport.
3. Aeronautic Code means the Chilean Aeronautic Code issued January 19<sup>th</sup>, 1990 and its provisions.
4. Warsaw Convention means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on October 12, 1929 or said Convention as amended at The Hague on September 28, 1955, whichever is applicable.
5. The provisions contained in the ticket are:
  - a. Applicable rates.
  - b. The Carrier's conditions of carriage and related regulations that are part of this contract (and are available upon request at the carrier's offices),
  - c. The carrier's name may be abbreviated on the ticket, the full name and its abbreviation are established in the carrier rates, conditions of carriage, regulations or schedules; the carrier's address will be the departure airport indicated on the ticket.
6. An airline that issues a ticket for transportation through another airline does so only as its agent.
7. Any exclusion or limitation of liability of the carrier will apply and benefit the agents, officials and representatives of the carrier and any person or entity whose aircraft is used by the carrier for transportation and its agents, employees and representatives.

8. Checked baggage will be delivered to its bearer. In the event of damage to luggage, a written complaint must be made to the carrier immediately after discovering the damage and, at the latest, before leaving the air terminal building. In case of isolated tracks in Patagonia, a complaint should be made to the crew. Consult the corresponding transport conditions.
9. The ticket is valid for carriage for one year from the date of issue, unless otherwise stated in the carrier's rates, transportation conditions, or related regulations. The transportation fee is subject to change before the start of transportation. The carrier may refuse transportation if the corresponding fee has not been paid.
10. The carrier agrees to make every effort to transport the passenger and luggage in a reasonable manner. Times shown in schedules and elsewhere are not guaranteed and are not part of this contract. The carrier may, without prior notice, substitute crew or assign alternate aircraft and may omit or alter the stopping places shown on the ticket if necessary. Hours are subject to change without prior notice. The carrier does not assume any responsibility regarding connections with other airlines.
11. Passengers must comply with the travel requirements of current regulations, such as carrying identification documents, passport, health, entry, exit and other required documents. They must also arrive at the airport at the time set by the carrier or, if there is no set time, with enough anticipation to complete the entry or exit procedures.
12. No agent, worker or representative of the carrier has the authority to alter, modify or waive any provision. of this contract.
13. The carrier reserves the right to refuse carriage to anyone who has purchased a ticket in violation of applicable law or carrier fees, rules or regulations issued by the carrier whose name is found in the "issued by" section of the front of the Ticket and passenger luggage.

## VI. Disclaimer

It makes every effort to ensure that the information is current and accurate, nor EXPLORA CHILE S.A. nor the Carrier and / or its employees and agents shall be liable for any loss, breach, damage (whether direct, consequential, General or special) or expense of any nature that may be caused, directly or indirectly, through the use of, supply or dependence on any information or service provided by or to the public, the airline or any other body through this document.

## VII. Release Agreement Liability

The following agreement must be signed by the passenger as a complement to the air contract with the carrier:

I sign this agreement for the benefit of EXPLORA CHILE S.A. ("EXPLORA"), its related entities, contractors and subcontractors, air land carriers, as well as their respective directors, executives, administrators, employees, guides and / or representatives (jointly referred to as the "Released Persons"). In this same act, this Agreement is accepted by EXPLORA, for itself and for the benefit of the other Released Persons.



In this Agreement the term "activities" includes all explorations, transfers by any means, tours or other activities organized, conducted, executed, offered, promoted and / or authorized directly or indirectly by any of the Released Persons for travelers to any EXPLORA destination.

I unconditionally and irrevocably declare that EXPLORA has informed me in detail about the conditions in which they are developed, and the physical capacities that are required to carry out each of the activities, as well as the precautions that its participants must take.

I am fully aware that the activities can take place in a wild environment, in remote places or without expedited access to transportation, communications or medical attention, and that participation in the activities involves various risks or dangers, including to life, physical integrity or health of its participants.

Such risks include, without limitation, those associated with traveling through wild or mountainous areas for long distances, at extraordinary geographical altitude and / or under physically demanding conditions; sudden and / or extreme change in weather conditions; the encounter with wild or domestic animals; the transfer in animals or in land, water or air transport vehicles; the possibility of being lost or separated from the other participants of the activity or from your guide; and, the possibility of reckless or dangerous behavior by other participants or third parties.

I understand that Released Persons may not be able, or not in a position, to avoid, protect or safeguard those who participate in the activities from the risks and dangers associated with them. I also understand that, in the event of an accident, unforeseen or emergency during the activities, the possibility of evacuation, rescue and / or medical or first aid attention may not be available or be delayed even significantly. I also understand that, although I have been informed that the guides in charge of the activities are certified "Wilderness First Responder", this certification only means that said guides have been trained in the knowledge and skills most likely required to provide basic relief or first aid in typical emergency situations, without in any way guaranteeing its ability to avoid, prevent or impede a specific accident, urgency, risk or danger situation during activities, nor to reverse, correct or mitigate any consequence that such situation you can have for any participant in the activities. I declare that I have informed EXPLORA that I do not suffer, and that none of the minors who accompany me suffers, from any illness, condition, condition or disability that may promote or increase the risks or dangers associated with the activities or that is a reason for not participating in the activities, assuming all the risks, known or not, of participating myself and the minors who accompany me in the activities in our respective current conditions.

I also declare that I have informed EXPLORA that I do not suffer, and none of the minors who accompany me suffers, from any disease, condition, condition or allergy other than those expressly indicated in the following section. I also declare that I know that if I or any of the minors accompanying me have any allergic reaction (declared or not) due to ingestion or contact with any food, medicine, substance, plant, animal or other object, EXPLORA and the other Released Persons may not have the medicines or other elements necessary for their adequate treatment, being I the sole responsible for having all the medicines and other elements necessary for the proper treatment of any such allergic reaction and / or any other disease. , state or condition of which I or any of the minors who accompany me suffer or may be suffering, whether or not this has been communicated to EXPLORA. I acknowledge and accept expressly, unconditionally and irrevocably, consequently, that any statement of allergy, illness, contraindicated medications or any other

physical or health condition contained in this Agreement, or otherwise made to EXPLORA or any of the Released Persons, in relation to me or any of the minors who accompany me, does not imply any transfer of responsibility to EXPLORA or the Released Persons, nor does it require EXPLORA or the Released Persons to have any medications, specialists or equipment that may be necessary or suitable for the treatment of such allergy, disease, contraindication or condition.

Aware of the risks and dangers associated with the activities, I agree to participate, and I consent that my family members and the minors who accompany me participate, in the activities, at our own exclusive risk, accepting to expose ourselves and freely and voluntarily assuming all those risks and dangers, as well as the possibility of suffering any damage, injury, illness, loss, cost or loss due to or as a result of said participation in the activities.

I also agree, in accordance with applicable law, to expressly, unconditionally and irrevocably release EXPLORA and the other Released Persons from all liability, whether for contractual, extra-contractual, legal, consumer or other causes, for any damage, injury, illness, injury, cost or loss that I or any of my relatives or companions may suffer due to the participation of me, my relatives and / or the minors who accompany me, in the activities. I also assume full responsibility in favor of EXPLORA for any material or personal damage caused to any third party due to my participation, my family members and / or the minors who accompany me, in the activities.

I declare that all information contained in this Agreement or that is otherwise provided at any time to EXPLORA or any of the Released Persons, by me or by any of my companions, is and will be totally true, complete and exact, assuming I personally fully and unrestricted responsibility in this regard.

I expressly and irrevocably accept that this Agreement will be valid and applicable with respect to any activity that I or any of my family members and / or minors who accompany me carry out or have carried out directly or indirectly with EXPLORA, and that this Agreement will prevail over any information or instruction delivered verbally or in writing simultaneously, before or after the conclusion of this Agreement, which may only be replaced by another Agreement that expressly so indicates and that is duly signed by me (or any of my family members, in which case the replacement will be understood to be limited only to such family member) and delivered to EXPLORA before the start of the activity in question.

**I CONFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING IT, I ACCEPT EACH OF THE TERMS CONTAINED HEREIN.**