

Terms and conditions of ChileVentura

Dear customer,

below you can find the terms and conditions of ChileVentura's travel agency. To the extent effectively agreed, the following provisions shall become content of the agency agreement concluded between the client and ChileVentura (Proprietor: Manuel Hildenbrand) on internships, work & travel, volunteering, language courses and travel services in Chile and South America. They supplement the legal provisions applicable to the agency agreement as well as complete it.

1. Conclusion of contract, Applicable law

1.1 The conclusion of the contract does not require any particular form. The travel agency agreement shall be concluded as agency contract between the client and ChileVentura by placing the order for agency services.

1.2 If the order is placed by electronic means (E-mail, Internet, such as by sending the registration form or completing an online application), then ChileVentura shall electronically confirm the receipt of the order without any delay. This confirmation of receipt does not imply any confirmation of acceptance of the placement order. Internet offers of ChileVentura are not binding contractual offers in the legal sense.

1.3 The mutual rights and obligations of the client and of ChileVentura shall ensue from the contractual agreements in individual case (especially for the nature and extent of the placement order) and these travel agency conditions as well as the statutory provisions of §§ 675, 631 ff. of German Civil Code, unless otherwise provided by mandatory legal provisions.

1.4 For the rights and obligations of the client towards the contractual partner for arranged services, only the agreements of the arranged contractual partner especially its travel conditions or terms and conditions shall be applicable, if effectively agreed. The terms of transportation and tariffs enacted by the competent traffic authority or based on international agreement such as Terms of Transportation (ABB), Terms of German Railways and the tariff directory for passenger transportation shall apply for air and rail transport services without any special agreement or specific reference to legal grounds.

2. General contractual obligations of ChileVentura, Information and Indications

2.1 The contractual obligations of ChileVentura are composed, according to the stipulations of these terms and conditions, of performing the necessary actions for execution of the placement order corresponding to the order of the client and in appropriate consultation as well as processing the booking. The transfer of travel receipts is mandatory as an obligation, if they are not directly transferred to the client according to the agreements made with the ar-

ranged companies and/or ChileVentura.

2.2 With issue of information and indications ChileVentura is liable within the scope of law and the contractual agreements for the proper selection of the information source and the correct transfer to the customer. A disclosure agreement with its main responsibility of disclosure will only be entered in upon explicit special agreement. Under § 675 Para. (2) German Civil Code ChileVentura is not liable for the accuracy of information issued, unless a special disclosure agreement is concluded.

2.3 Without explicit agreement, ChileVentura is not obligated to determine and/or provide the cheapest provider for the requested travel service.

2.4 Without explicit special agreement, ChileVentura shall not undertake any guarantee regarding details on prices, services, booking conditions and other circumstances of the travel and agency services in terms of § 276 Para. (1) clause 1 German Civil Code as well as no procurement guarantee with respect to the information on the availability of the services to be procured by ChileVentura within the context of this provision.

2.5 Special requests, especially those that go beyond the service description of the arranged company or differ from it, shall be accepted by ChileVentura only for forwarding it to the arranged company. Unless otherwise expressly agreed, ChileVentura shall not be responsible for the fulfilment of such special requests and this shall neither be a condition nor basis of contract for the placement order or for booking statements of the customer that shall be transferred to the company by ChileVentura. The customer is advised that special requests become part of the contractual obligations of the company only when the company confirms this explicitly.

2.6 The offers of ChileVentura contain the following agency services, provided there are no different regulations in individual cases:

2.6.1 Spanish course

Arrangement of a Spanish course as indicated on the registration form. Personal advice and support on general questions during your entire stay. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.2 Internship

2.6.2.1 If you book the Standard Program (excluding arrangement of accommodation): Placement of an internship as indicated on the registration form. Personal advice and support on general questions during your entire stay. Certificate for your internship. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.2.2 If you book the Comfort Program (including arrangement of accommodation): Placement of an internship as indicated on the registration form. Arrangement of accommodation. Personal advice and support on general questions during your entire stay. Certificate for your internship. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.3 Holiday work (Work&Travel)

2.6.3.1 If you book the Job Program: Placement of holiday work as indicated on the registration form. Personal advice and support on general questions during your entire stay. Certificate for your Holiday work. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.4 Volunteer work

2.6.4.1 If you book the Standard Program (excluding arrangement of accommodation): Placement of volunteer work as indicated on the registration form. Personal advice and support on general questions during your entire stay. Certificate for your volunteer work. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.4.2 If you book the Comfort Program (including arrangement of accommodation): Placement of volunteer work as indicated on the registration form. Arrangement of accommodation. Personal advice and support on general questions during your entire stay. Certificate for your volunteer work. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.5 Accommodation

Placement of accommodation as indicated on the registration form. Information booklet with key facts and figures on Chile as well as practical tips for your stay.

2.6.6 Travel tours

ChileVentura offers customers who are interested in travel tours the opportunity to get in contact with tour operators or individual service providers and to set up contracts with these providers for travel tours or other individual services. For inquiries and reservations ChileVentura acts solely as an intermediary between the customer and the prospective tour operator / service provider, i.e. ChileVentura is purely a travel agent. ChileVentura itself at no time acts as a tour operator. The services of ChileVentura are free of charge for the customer.

3. Liabilities of ChileVentura on entry requirements, visa regulations and insurances

3.1 ChileVentura provides the customer with information about entry requirements and visa regulations only if the customer explicitly entrusts it with the relevant order. Accordingly, an appropriate duty of disclosure and information shall only apply if ChileVentura knows about special or noticeable circumstances which make explicit references necessary and if relevant information (particularly with package holidays) is not included in the documents which the customer receives.

3.2 ChileVentura's duty to notify is limited to the provision of information from usual sources of information, in particular from latest versions of standard reference works, or sharing information provided by foreign embassies, consulates or tourism offices. ChileVentura does not assume a special investigation duty without an express agreement. ChileVentura can comply with the duty to notify by referring to special information offices where the customer has to inform himself.

3.3 If ChileVentura accepts registration of the customer within the context of electronic system for obtaining travel permission towards entry in the USA (ESTA procedure) in return for payment or free of charge, then unless additionally expressly agreed, this act does not imply an obligation of ChileVentura for further inquiries or details on entry or transit formalities for the USA or the transit stop in USA and particularly not for procurement of visa.

3.4 The aforementioned regulations apply in accordance to the information about customs and sanitary entry regulations, as well as health-related precautionary measures of the customer and other participants along with import and export regulations (such as for medicines, works of art, cultural assets).

3.5 ChileVentura is obligated to inform the customer if the services provided by ChileVentura include travel cancellation insurance.

3.6 ChileVentura does not assume any other obligations to inform, notify or advice related to the need, the scope, the coverage and insurance conditions of travel insurance, in particular of travel health and cancellation insurance, provided no explicit agreement has been made regarding this. As far as subject of the booking process is travel insurance, then ChileVentura's duty to inform with regards to the insurance conditions, shall not persist to the extent the customer can correspondingly inform himself from the documents of the provider of arranged travel services passed on or presented to him or from the information of the travel insurance provider regarding the insurance conditions, in particular the insurance cover, the exceptions from insurance cover and other insurance conditions.

3.7 ChileVentura is not liable for the procurement of visas or any other necessary travel documents without an explicit agreement. If ChileVentura accepts such an order, then

ChileVentura is entitled to claim the reimbursement of costs for any expenses, in particular for telecommunication expenses and – in urgent cases – the expenses for courier services or relevant service companies without any special agreement. ChileVentura is entitled to claim remuneration for its service insofar as remuneration is part of the agreement or the service can be expected only against remuneration.

3.8 ChileVentura is not liable for the procurement of visas or other documents or the timely access, unless ChileVentura caused or may have contributed to the denial or delayed receipt of relevant documents.

3.9 In accordance with the EC Regulation no. 2111/2005 on creating a general list of air carriers, ChileVentura is obliged to inform the passenger about the identity of the operating air carrier at the time of booking. If the operating airline is not yet determined while booking, then ChileVentura shall provide the information present with it forwarded by the entrusted companies about the airline carrier which will probably operate. The customer shall be immediately notified about a change of airline. The general list of the airlines against whom an operating ban in the European Union has been issued can be retrieved from the websites <http://ec.europa.eu/transport/modes/air/safety/air-ban> and www.lba.de/EN and can be provided to the customer at the offices of ChileVentura upon request.

4. The position and obligations of ChileVentura regarding the arrangement of flight services

4.1 The following provisions shall apply for arranging flights of certain airlines, which are particularly mentioned by ChileVentura through notification displays in its premises or within the context of individual agency agreement or prior or at the time of the adoption of the agency agreement.

4.2 ChileVentura is associated with the aforementioned airlines on the basis of specific contractual agreements and the legal provisions in the context of agency relationship.

4.3 ChileVentura shall solely act as an agent of air transportation agreement between the customer and the respective airline. ChileVentura has no obligation to perform or liability related to the arranged flight service. Any other liability of ChileVentura arising from a culpable breach of its duties as a travel agent hereby remains unaffected.

4.4 ChileVentura is authorized by the airline with the collection of airfare and other charges demanded by the airline. This particularly applies to the cost of modifications, change of name, cancellation charges or fees in the event of non-utilization of the flight service without cancellation. If necessary, the accruing reimbursement of the airline towards ChileVentura has no influence on the cost to be paid by the customer. ChileVentura can assert claims of the airline in its own name in court and out of the court.

4.5 The legal provisions of the German Air Traffic Act, the Warsaw and Montreal Treaty and directly the following

domestic legal provisions shall be applicable to the contractual relationship between the customer and the airline:

- the regulation (EC) no. 2027/97 on the liability of air carriers for the carriage of passengers and their baggage in air transportation
- the regulation (EC) no. 261/2004 on the rights of airline passenger
- the regulation (EC) no. 2111/2005 on creating a general list of air carriers against whom an operating ban has been issued and on informing the passengers about the identity of the operating air carrier
- the regulation (EC) no. 1107/2006 of the European Parliament and of the Council concerning the rights of disabled passengers and passengers with reduced mobility

The customer is strongly recommended to know about his rights as a passenger, for example by notices at the airports or the information sheets of the Federal Aviation Office under www.lba.de/EN.

5. Reimbursement of expenses, remuneration, payments

5.1 ChileVentura is entitled to claim payments as per the travel and payment provisions of the arranged companies, provided that they are effectively agreed and contain legally binding payment provisions. ChileVentura can collect further payments in compliance with statutory provisions, in particular with § 651 k German Civil Code (obligation for safeguarding customer's money in package holidays), if this has been expressly agreed.

5.2 To the extent the requirements of the arranged company against ChileVentura, in particular the agency agreement between the company and ChileVentura correspond legally, then ChileVentura is entitled but not obliged to completely or partially incur the cost of arranged service for the customer or charge it in his agency account by the company. For package holidays a prerequisite is that this must be done against delivery of a valid security certificate to the customer in compliance with § 651k of German Civil Code.

5.3 Pecuniary claims according to 5.1 and 5.2 can be asserted by ChileVentura as a collection agent, provided this corresponds to the agreements between ChileVentura and the companies within the context of agency relationship, but also by ChileVentura's right based on the customer's statutory obligation to pay advance according to § 669 of German civil code.

5.4 The aforementioned regulations shall also apply for cancellation charges (withdrawal compensation) and other legally or contractually established claims of the arranged company.

5.5 The claim of ChileVentura for reimbursement of expenses includes payments of travel and service costs to the arranged companies, cancellation fees, or other payments as long as this is done in accordance with the preceding provi-

sions.

5.6 According to the provisions of Legal Services Act, ChileVentura is not entitled nor obligated to the customer to verify possible price increases, with which ChileVentura is charged within the scope of the agency relationship. The claim of ChileVentura for reimbursement of expenses also includes such amounts if ChileVentura proves the appropriate debit from its agent account, respectively a corresponding payment. All the objections against reasons and amount of price increase claim against the company is reserved by the customer; the appropriate objections and / or reclaims must be directly asserted by the customer himself against the arranged company.

5.7 The customer is not entitled to withhold reimbursement of expenses claimed by ChileVentura due to claims against the arranged company, especially regarding non-compliance with the contract with the arranged company, by retention or compensation, unless a wilful or negligent breach of duty on the part of ChileVentura as intermediary can be determined or if the counterclaim by the customer against ChileVentura is legally valid based on other reasons.

6. Remuneration claims of ChileVentura

6.1 The agency fee for the arranged services can be reviewed on the website, in brochures and other promotional material about the relevant services and service packages of ChileVentura. A deposit amounting to 75 Euro or 100 USD will be charged with the acceptance of registration by ChileVentura. ChileVentura shall start with the agency activity upon receipt of the deposit in the business account specified in the registration form.

- a) If no suitable offer could be submitted, then ChileVentura shall refund the deposit.
- b) Unless otherwise recorded in the bill, the remaining amount of the agency fee and the fee for any additional services, must be paid within 10 days after the customer receives the confirmation of arranged services by E-mail, post or fax.
- c) If the remaining amount is not paid within the time limit stipulated under b) in the business account specified in the registration form, then the delivery of relevant services for the specified period cannot be guaranteed.
- d) If the customer does not make use of the relevant service for reasons that are not accounted by ChileVentura, then the customer is still obliged to pay the full agency fee, only reduced towards potentially saved expenses.
- e) If the customer withdraws during the ongoing agency process after confirmation of registration and before confirmation of an arranged service for reasons that are not accounted by ChileVentura, then the customer is obliged to pay the entire agency fee, only reduced towards potentially saved expenses, but at least 50% of the agency fee.

6.2 The following agency conditions shall apply for the prices

and the service charges in arranging flights from airlines as per section 4:

- a) The prices specified and mentioned on the invoice are prices of the airlines that do not contain any commission or other airline charges for the services of ChileVentura.
- b) ChileVentura shall be paid within the context of the agency service exclusively by the service fees paid by the customer.
- c) The service fees for the agency service of ChileVentura and other transactions associated with the flight reservation result, unless otherwise agreed in individual case, from with the customer agreed and in particular through notification at the premises of ChileVentura provided fees.
- d) If an agreement has not reached on the amount of an appropriate service fee, then the customer is obliged to pay a reimbursement to ChileVentura under the statutory provisions (§ 632 Para 2 German Civil Code: obligation to pay a standard fee by the customer).

6.3 Other independent remuneration claims of ChileVentura against the customer require a relevant agreement, which can be determined by clearly visible notice of price lists at the offices of ChileVentura and a corresponding oral or written notice of ChileVentura.

6.4 The service fee claims of ChileVentura - also for the arrangement of flights - shall remain unaffected by modification, change of name, withdrawal, cancellation or termination of the contract with the service provider by it or the customer, provided this does not lead to a claim of refund by the customer on the basis of a damage compensation claim due to defect in advisory or agency services of ChileVentura from contractual or legal claims.

7. Obligations of the customer towards ChileVentura

7.1 The customer shall immediately notify detected errors in booking activities of ChileVentura, in particular incorrect or incomplete information from his point of view, in details and travel documents, as well as the incomplete execution of agency services (such as failure of booking or reservations) and give an opportunity to ChileVentura to set things right. He must immediately verify the details and documents submitted for their completeness and correctness upon receipt. The knowledge of positive defects or incompleteness equals grossly negligent ignorance due to failure to check.

7.2 If notification as per section 7.1 is omitted by the client, then the following applies:

- a) Claims of the customer shall not be omitted if the notification as per section 7.1 is omitted without the customer's negligence.
- b) Claims of the customer against ChileVentura shall be omitted only if ChileVentura proves that the damages with proper notification did not accrue at all or not up to

the amount claimed by the customer. This particularly applies if ChileVentura proves that an immediate notification by the customer provided ChileVentura with the opportunity to rectify the defect or to reduce the damage through changes, additional bookings, free cancellations according to the agency contract with the travel and tourism companies or by achieving appropriate amicable solutions with the arranged companies.

- c) With omitted error indication claims of the customer shall not be inapplicable in case of
- damages to the customer arising from injury to life, body or health caused by a negligent breach of duty by ChileVentura or an intentional or negligent breach of duty by its legal representative or service provider
 - claims against ChileVentura for other damages of the customer arising from grossly negligent breach of duty by ChileVentura or an intentional or grossly negligent breach of duty by its legal representative or service provider
 - any violation of a substantial duty, which primarily facilitates proper execution of the agency agreement or whose violation jeopardises the achievement of contractual purpose

7.3 Defect notices regarding the agency services of ChileVentura do not release the customer from the contractual and / or statutory obligations for defect notices to the arranged companies or arranged travel and tourism companies.

8. Travel documents

8.1 Both the customer and ChileVentura are obligated to verify the accuracy and completeness of contract and travel documents of the arranged company which are handed over to the customer by ChileVentura, in particular booking confirmation, flight and transport tickets, hotel vouchers, visas, insurance policies and any other travel documents. Both the customer and ChileVentura have to prove the placement order and the booking details correspond accordingly.

8.2 Unless otherwise expressly agreed, if the travel documents of the customer are not transferred directly by the arranged company, then the documents should be submitted by ChileVentura only by sending as an E-mail attachment in PDF format. If according to a relevant agreement, the conveyance is sent by post, courier or manually, then only the customer shall bear the risk related to the loss or late receipt, unless circumstances arising from intentional or negligent breach of duty by ChileVentura become the cause for loss or late receipt.

9. Obligations of ChileVentura towards the arranged companies in regards with complaints of customers

9.1 The customer is informed that warranty claims against the arranged service providers, especially for package holidays against the tour operators, as well as for transportation contracts against the airlines, should be asserted within certain time limits and that those limits may not be granted by asserting them against ChileVentura. This also applies if the customer wants to assert claims on travel services against both ChileVentura, as well as against the company.

9.2 In cases of complaints or other assertions of claims towards the arranged company, the obligation of ChileVentura is limited to the provision of information and documents which are of importance to the customer, in particular the disclosure of names and addresses of the relevant companies.

9.3 ChileVentura is not obligated to receive and/or forward any declarations or documents from the customer. If ChileVentura accepts to forward written claims from customers within a time limit, ChileVentura will only assume liability for the timely receipt by the recipient if ChileVentura missed the deadline due to intentional or gross negligence.

9.4 ChileVentura has no obligation to advise customers regarding their claims against the arranged companies in terms of type, scale, amount, eligibility requirements and mandatory deadlines or other legal regulations.

10. Liability of ChileVentura

10.1 If ChileVentura has not undertaken a relevant contractual obligation by express agreement with the customer, then it shall not be liable for the completion of the booking request of the customer corresponding to the relevant agreements with the arranged companies.

10.2 Without express agreement or warranty, ChileVentura shall not be liable for the defects in provision of services as well as personal or property damages related to the arranged services accruing to the customer. This does not apply when arranging multiple tourism services (according to the legal definition of package holidays), provided ChileVentura justifies semblance according to § 651 Para. 2 German Civil Code to provide the intended travel services at its own responsibility.

10.3 Any other liability of ChileVentura arising from culpable violation of agent obligations shall remain unaffected by the provisions mentioned above.

10.4 The liability of ChileVentura for contractual claims of the customer is limited to three times the price of the arranged travel services, except

- a) any violation of a substantial duty, which primarily facilitates proper execution of the agency contract or whose violation jeopardises the achievement of contractual purpose
- b) the liability for damages to the customer arising from injury to life, body or health caused by a negligent breach of duty by ChileVentura or an intentional or negligent breach of duty by its legal representative or ser-

vice provider

- c) the liability of ChileVentura for other damages of the customers arising from grossly negligent breach of duty by ChileVentura or an intentional or grossly negligent breach of duty by its legal representative or service provider.

11. Limitation period

11.1 Contractual claims of the customer against ChileVentura for damages from fatal injuries, bodily harm or health damages, including contractual claims for compensation due to personal suffering which were caused by a wilful or negligent breach of duty on the part of ChileVentura or one of his legal representative or vicarious agents of ChileVentura, shall lapse after a period of 3 years. This also applies to claims for compensation for other damages that arise from a wilful or grossly negligent breach of duty on the part of ChileVentura or one of his legal representative or vicarious agents.

11.2 All other contractual claims lapse after 1 year.

11.3 The limitation period begins at the end of the year in which the claim arose and the customer obtained knowledge or must have obtained knowledge without gross negligence of the circumstances that constitute the claim against ChileVentura.

11.4 If the last day of the aforementioned periods is a Sunday, a nationally recognized public holiday or a Saturday, then the next business day shall be considered.

11.5 If negotiations between the customer and ChileVentura regarding the claim or the circumstances remain unresolved, then the period after which the claim lapses will be postponed until the customer or ChileVentura refuses to continue with the negotiations. The period after which the claim lapses will take effect at the earliest 3 months after the end of the postponement.

12. Applicable law and place of jurisdiction

12.1 The entire legal and contractual relationship between the customer and ChileVentura shall be subject exclusively to German law.

12.2 The customer can only take legal actions against ChileVentura at the location of its registered office.

12.3 We refer to the EU platform (<http://ec.europa.eu/consumers/odr>) for out-of-court online dispute settlement. ChileVentura does not participate in a voluntary dispute settlement procedure before a consumer arbitration agency.

12.4 Any legal actions taken by ChileVentura against the customer must be made at the place where the customer is resident. The venue for any legal actions against customers who are merchants, legal persons (governed by public or private law), or persons who are domiciled or have their permanent residence in a foreign country or whose domicile or permanent residence is not known at the time the action

is taken, is agreed as the place where ChileVentura has its registered office.

12.5 The above mentioned conditions do not apply,

- a) if and insofar as something else applies in favour of the customer based on contractual mandatory regulations of international agreements and which are applicable to the travel agency agreement between the customer and ChileVentura, or
- b) if and insofar as mandatory regulations in the member state of the European Union to which the customer belongs are applicable to the travel agency agreement and are more favourable to the customer than the regulations in these terms and conditions or the applicable German provisions.

The languages available for contract conclusion are German and English. The German translation takes precedence.

Agent of the services provided is:

ChileVentura

Individual enterprise

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(Issue: December 2016)