

General Terms and Conditions

We are pleased that you have chosen to travel with Trekadviser Pvt. Ltd. and thank you for your trust.

We have tried to formulate these general terms and conditions (GTC) simply and understandably, but this is not easy in the "legal language". If you have any questions or do not "understand" individual points, please do not hesitate to contact us. We will gladly explain the GTC to you and do not want to "hide" anything here.

The following general terms and conditions form the basis of your contract with Trekadviser Pvt. Ltd. Please read them carefully as they set out our respective rights and obligations. When you ask us to confirm your travel booking, we may assume that you have had the opportunity to read and agree to these booking conditions. The terms and conditions set out below constitute a legal contract between Trekadviser and all members who use our services.

1. Conclusion of the contract

1.1 Compliance agreement

The guest is obliged to abide by the rules and regulations in force during his/her stay in the country. Any illegal activities are strictly rejected and any intentional or unintentional violation of the law by the guest does not oblige the company to intervene on his/her behalf. If any illegal activities are observed on the part of the Customer, the Company has the right to involve the authorities and hand over the Customer to them. If the client falls into the hands of the authorities because of an illegal activity, the company is not obliged to provide financial compensation.

Moreover, during the tour/trek/expedition, the team leader is the responsible person and his/her decision is considered final. We select our team leaders/guides based on years of training and experience in mountainous areas and in the interest of our clients' survival and well-being; we ask them to put aside any instincts that direct them against the instructions of our team leaders/guides. In the event of any conflict between our clients, verbal, physical or otherwise, company personnel will resolve the issue and have the right to call the police if necessary.

1.2 Booking a trip

To make a booking, you can contact us by email/phone or directly through our website www.trekadviser.com. The person making the booking must be at least 18 years old and have the legal capacity and authority to make the booking. If a participant makes a booking on behalf of other members or a team, the other members must also agree and accept the terms and conditions stated in this agreement. All international participants may also be required to pay for non-transferable and non-refundable items such as national park entrance fees and permits in accordance with the requirements of the applicable park or permit. The names and proof of identity you provide must be legally valid and witnessed by you.

1.3 Trek Physical Fitness

Our trips take place in remote areas where there are few, if any, highly developed medical facilities. A medical emergency is extremely unlikely, but should it occur, we are equipped with the necessary information to assist you. We move in often extreme and inhospitable terrain, and most of our treks require a high level of physical fitness and health. The duration of the trips varies from one to eight weeks. Participants must be in good health and physical condition. You agree to assume responsibility for any expenses related to illness, injury, or other medical problems that may befall you while trekking. Trekadviser reserves the right to refuse to allow you to participate in a trip at any time if we determine

that your physical or mental condition renders you unfit for the trip or that you pose a danger to yourself or others. In such situations, you may be required to return at your own risk and expense. Our hikes can be physically demanding, and prior physical fitness is strongly recommended.

1.4 Medical form

Hikers should carefully fill out the medical form and provide their medical history. We will keep all information strictly confidential. It is important that participants with pre-existing medical problems or conditions disclose them to Trekadviser at the time of booking. Medical and evacuation costs are the responsibility of the participant. It is also important that you check with your doctor prior to departure for vaccinations and other medical requirements for your trip. Trekadviser reserves the right to request a medical certificate prior to booking your trip or prior to departure, or a disclaimer form to be completed on the day of your arrival. Your personal safety is of paramount importance to us and therefore it is imperative that you inform us in writing at the time of booking of any condition (medical or otherwise) that requires special care/attention that may affect your experience or that of others during the event. If you have a past or present medical condition, it is your responsibility to inform us at the time of booking the trip and to carry sufficient medication that you will need during the trek. All minor and major illnesses, previous surgeries and other health conditions must be reported, especially those that may occur or be exacerbated during strenuous and physically demanding activities. You understand that by providing false information you may jeopardise both your own safety and that of other trip participants. You also accept responsibility for ensuring that you have sufficient medication as required for your current medical condition and for previous conditions that are expected to recur.

1.5 Risk Factors and Awareness

You acknowledge that the hike involves known and unforeseen risks that may result in physical injury, illness, death, damage, and accidents. You are aware of the inherent risks and understand that such risks cannot be eliminated and are an inherent part of the activity. Risks include but are not limited to. a: the dangers of walking on uneven terrain and slipping and falling; the forces of nature, weather changes, earthquakes, and avalanches; the risk of being exposed to insect bites and numerous diseases, digestive tract infections, and ailments; the risk of altitude and cold, including hypothermia, acute altitude sickness, cerebral and pulmonary edema; one's physical condition and the physical exertion associated with this activity, which is complicated by the possible lack of rescue, including the unavailability of light aircraft and the unavailability of helicopters. The equipment used may fail, wear out, break, be lost, or be inadequate despite your best efforts and care. You accept that your participation in our trips is purely voluntary, and you are fully aware of the risks, and you choose to participate despite the risks. In the event of an accident, illness, or injury, you will not hold Trekadviser responsible in whole or in part.

1.6 Acceptance of Risks

You acknowledge that adventure travel may involve substantial risk, and you accept responsibility for that risk and release Trekadviser from all claims and causes of action arising from loss, damage, injury, illness, or death resulting from the risks associated with the trip. The standards of hygiene, accommodations and transportation during the trips are lower than the standards you may encounter in your home region. You acknowledge that you have considered the potential risks, hazards, and challenges, as well as your own personal abilities and needs, and expressly assume the risks associated with travel under these conditions. You must always strictly comply with all applicable laws and regulations of the relevant region. If you fail to comply with any of the above or commit any illegal act during the trip, or if, in the opinion of the tour operator, your conduct constitutes a danger, hardship or substantial inconvenience to others, Trekadviser may immediately terminate your further participation in the trip. You return at your own risk and expense, without any liability on our part. You are not

entitled to any refund for any unused or missed services or expenses incurred because of the termination of your trip, including, but not limited to, return travel, flights, lodging, meals, and incidental expenses. You are responsible for all costs incurred by Trekadviser due to damage, destruction or theft of property caused by you during a tour.

1.7 Age requirement

All persons under the age of 18 are considered minors. Unless otherwise stated in the trip description or by Trekadviser, the minimum age for minors on a trip is 12. All bookings with minors are subject to review and approval by Trekadviser. Minors must always be accompanied by an adult who is also responsible for obtaining all permits and documents and ensuring that he/she and the minor(s) meet all legal requirements for travel, entry, and exit. The accompanying adult is jointly responsible for the conduct, welfare, supervision, and monitoring of the minor(s). You also accept these terms and conditions for and on behalf of the minor(s) at the time of their booking, including all assumptions of risk and limitations of liability.

1.8 Conduct on the trip

The tour leader or local operator representing Trekadviser has ultimate authority on our trips. By signing our booking form, you agree to this. If you commit an unlawful act while travelling with us, or if in the opinion of the trip leader or local operator your behaviour is disruptive, threatening, or abusive, causes unnecessary inconvenience, or results in property damage, danger, distress, disruption, or annoyance to others, or endangers other travellers or our staff, we may terminate your trip without any liability on our part. In these circumstances, you will not receive a refund or compensation and we will not be liable for any costs or expenses you incur as a result. Travel within a group may require compromises to accommodate the differing desires and physical abilities of group members. Trekadviser reserves the right to refuse, accept or retain any person as a member of the group. You agree to adhere strictly to program discipline and to always follow the instructions of the organisers or their designees and not to deviate from the established expedition route during the program.

1.9 Trekking and Expeditions

Trekadviser operates adventure trips where the accommodation, transportation, security, hygiene, telecommunication facilities, level of infrastructure and medical care are not what you are used to at home or what you would find on a traditional vacation. This type of adventure travel carries a high level of personal risk, which you will want to assume in full. We will inform you about those aspects during our briefing period.

2. Services, prices, and terms of payment

2.1 Itinerary and travel prices

Prices for our trips are updated regularly on our website and the company reserves the right to change prices from time to time. Payments are non-refundable for changes in itinerary or alternative travel. If a trip is cancelled or postponed due to flight delays/cancellations or other travel delays, Trekadviser will not be liable for any compensation or additional costs. Prices quoted are exclusive of applicable government taxes. Trekadviser reserves the right to add surcharges to the booked services if transportation costs, fuel costs, taxes or fees for other services, local operator costs, currency and exchange rate fluctuations or government actions affect the price of the respective services and will inform you as soon as possible. Limited time offers and promotions may be running, and the Company reserves the right to introduce or withdraw offers or promotions at any time without prior notice. However, those who have already booked through an offer will not be affected.

2.2 Advance booking and payments

If you intend to go on an adventure with Trekadviser Pvt. Ltd. you must book the trip at least 2 weeks in advance. A three-month preparation period is necessary to ensure maximum safety and customer satisfaction.

It is mandatory for the client to make an advance payment of at least 10% of the total price at the time of booking. The advance will be used for booking hotels, flights, and pottery, as well as for approval by the authorities. The remaining cost should be paid after your arrival in Nepal before the start of your adventure.

2.3 Cost and time changes and additional fees

The packages designed by Trekadviser Pvt. Ltd. are standard packages designed by people with years of experience. However, the company respects guests' wishes and offers changes to the packages if the client is willing to invest additional time and cost.

At other times, the standard costs and times may be changed due to the circumstances prevailing in the region. In this case, the price and time may be adjusted by mutual agreement between the Customer and the Company.

Damage to the company's equipment, delays and delays in the trips, the use of additional services than previously agreed, etc. by the customer may increase the previously established price.

2.4 Validity, flexibility, and unclaimed services

All dates, itineraries and prices of trips are subject to change at any time due to various circumstances, including but not limited to: Permit availability, snow conditions, weather conditions, natural disasters, local conditions; and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be imposed in accordance with these Terms. You acknowledge that you are responsible for keeping yourself informed of the specific details of your trip and services. The schedule, itineraries, accommodations, activities, amenities, and transportation are subject to change without notice due to unforeseen circumstances or events beyond Trekadviser's control (including, but not limited to, acts of God, illness, mechanical breakdowns, flight cancellations, inclement weather, strikes, political events and immigration or border difficulties). No refunds, discounts or reimbursements will be given for services missed or not used through no fault of the tour operator - including but not limited to: Vehicle delays, mechanical breakdowns, flight cancellations, adverse weather conditions, illnesses and health conditions, political events, immigration, or border difficulties, and your removal from a trip due to your negligence or breach of these terms.

3. Rebooking, cancellation policy, travel termination by participant

3.1 Cancellation Policy

If you wish to withdraw from your trip, please notify us by sending an email to info@trekadviser.com.

Cancellations will be processed by email only and the refunds provided will be as follows:

- Cancellations prior to 30 days before the start of the trip - 90% refund
- Cancellations between 30 days and 15 days before the start of the trip - 50% refund
- Cancellation less than 15 days before the start of the trip - no refund
- Cancellation after the start of the trip - no refund

NOTICE:

If a client decides to cancel his/her trip, a certain deduction will be made from the advance amount at any time between the booking and the date of the trip. This regulation is due to the company's

commitment to pay a certain amount for staff and resources at the time of booking. Once the money is received in the company's bank account, Nepal Rastra Bank, the national government bank of Nepal, collects various taxes such as TDS (tax deduction at source). As a result, all refundable amounts will be processed after deduction of Nepal Rastra Bank's processing fee. No refunds will be issued if you voluntarily leave a trip for any reasons after the trip has started. Refunds are at the discretion of the company if you are involuntarily forced to leave a trip for any reason. No refunds will be made for any unused accommodations, transportation, sightseeing, meals, or services. Please be advised that cancellation policies are subject to alteration. If Trekadviser cancels a trip that is guaranteed to take place, we will be delighted to suggest an alternative trip or reschedule the trip at the same price at no extra cost. Trekadviser reserves the right to cancel any trip, including a guaranteed trip, prior to departure for reasons that are beyond Trekadviser's control (e.g., natural calamities, strikes or political turmoil, labour strikes, wars, civil disturbances, diseases, quarantines, governmental intervention, severe weather conditions, or other unforeseen events). In such an event, the company will not be responsible for any additional costs associated with making the arrangements for the trip (e.g., non-refundable airline tickets, clothing, equipment, medical expenses, etc.).

3.2 Exceptions

Depending on the booked service type (e.g., hotel upgrades or hotels of the highest class, trips with special permits, etc.) and travel period (e.g., trips with monastery festivals, etc.), different conditions may apply with up to 100% cancellation costs of the travel price from the time of booking. This is shown on the invoice/confirmation.

3.3 Early return, trip interruption by participant

If you must cancel your trip for any reason or wish to change services during the trip, you are not entitled to a refund. In urgent cases (illness or accident, serious illness, or death of relatives, etc.), our travel management or local representative will assist you as much as possible in organising your return trip or change. In case of travel interruption or change of travel services, the (additional) costs will be borne by you. In this context, please also note the assistance and conditions of your travel insurance.

In case of early return from the trip, the company will not refund the customer. For example, in a tour package of 14 days, if the tour is completed in 12 days, the company will not refund the cost of 2 days.

3.4 Overnight stay and meals

In case of an overnight stay caused due to problems of the client or due to the cancellation of a flight (domestic/international), the client must bear the costs of overnight stay and meals. However, if the overnight stay is caused by the agency, the agency must bear the costs.

4. Travel Insurance

Adequate and valid travel insurance is mandatory for all international participants and should be purchased prior to the departure date. It is advisable, although not mandatory, that domestic participants also obtain adequate insurance. The insurance purchased must fully cover repatriation costs if you become too ill to continue the trip and, most importantly, must cover evacuation from remote areas should this be necessary. We therefore recommend that you purchase an insurance package from a reliable company in your home country. Adequate insurance covering medical and personal accident risks, as well as the cost of ambulance flights and rescue helicopters, is highly recommended. Make sure that the insurance you purchase provides an adequate level of protection and covers you for the activities in question. Any additional carrier, vehicle, ambulance, hospitalisation, or other evacuation costs must be paid by the participant. It is the responsibility of each participant to ensure that he/she is

adequately insured for the trek, including activities undertaken and altitude. Trekadviser cannot be held responsible for any losses resulting from not having the necessary insurance coverage for all activities involved.

5. Passport, visas, vaccinations etc.

5.1 Compliance

You are responsible for compliance with the prescribed passport, visa, customs, foreign exchange, and health regulations. If the travel documents are not correct or complete, you may be denied boarding or refused entry with forced repatriation. You will have to bear these costs.

5.2 Travel documents

You are responsible for the completeness and prescribed validity of your travel documents, such as passport, etc.

5.3 Visas

Trekadviser Pvt. Ltd. points out the valid entry regulations in the program descriptions. These can change at short notice. Please inform yourself on the websites of the respective embassies. For our tours you usually need a visa. For locally guided tours and individually arranged tours, visas are usually not included (see in the corresponding travel program). You are responsible for obtaining the required visas. We will be happy to provide you all the information required to obtain a travel visa for entering Nepal. Please write us an Email if you need any assistance from us.

5.4 Health regulations and vaccinations

Information on mandatory and recommended vaccinations and health regulations can be found in the travel program or will be provided to you when booking the trip and repeated in the confirmation. In addition, we recommend that you obtain information about any additional individual vaccination protection etc. from your family doctor or tropical doctor before booking your trip, at the latest 6 weeks before departure.

6. Exclusions of liability

Trekadviser Pvt. Ltd. shall not be liable if the non-performance or improper performance of the contract is due to:

- Failure on your part before or during the trip (e.g., failure to comply with entry requirements, failure to transport due to pregnancy, criminal sanctions, failure to comply with orders, etc.).
- Unforeseeable or unpreventable failures of third parties who are not involved in the provision of the contracted services.
- Unforeseeable or unavoidable circumstances or force majeure (e.g., war, natural disasters, withdrawal of landing rights, official orders, lack of travel permits, etc.).
- Program changes due to flight schedule changes or flight delays.

6.1 Forfeiture and limitation periods

If you do not file your claims with Trekadviser Pvt. Ltd. within 30 days after the contractual end of the trek/tour, all claims for damages, reduction, etc. will be forfeited. All claims become time-barred within one year after the contractual end of the trek/tour.

Shorter legal forfeiture and limitation periods remain reserved. The same applies to longer mandatory forfeiture and limitation periods that cannot be changed by contract.

7. Other terms

7.1 Disclosure of Information

Your personal information is securely stored and will only be used for its intended purpose. However, if we have reason to believe that a user of the Site is in violation of the General terms and condition, or any other agreement with us, we reserve the right to publish or otherwise disclose such user's information to pursue our claims or prevent further harm to us. You authorise us to disclose your personal information when disclosure is required by law or in connection with any judicial or governmental investigation or proceeding.

7.2 Third Parties

Trekadviser works with a network of companies, government agencies and individuals who assist in the operation of the treks/expeditions, and to the best of our knowledge and belief, these third parties are qualified to perform the duties assigned to them. However, Trekadviser cannot be held liable for any injury, damage, loss, negligence, delay, or irregularity that may result from the conduct of these third parties. Trekadviser acts only as an agent for hotels, transportation companies, land operators and travel service providers. We assume no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other means of transportation, restaurant, teahouse, inn, lodge, or hotel used in whole or in part for services to us and our clients. Our operators and agents are not responsible for any acts, errors, or omissions, nor for any injuries, losses, accidents, delays, inconveniences, irregularities, or damages that may be caused by any causes. This includes acts of nature, civil commotion, crime, terrorism, governmental restrictions, or failure of any means of transportation to adhere to its published schedule.

7.3 Photo and video rights

Photographs and videos may be taken during all our trips, many of which may include you. Unless the participant indicates otherwise, we consider permission granted to use such creative content for marketing purposes and future publications. We also encourage you to share the images or videos you create. Prior to posting such content on public platforms, we will provide appropriate acknowledgement only if required and requested by the participant.

8. Publication deadline

The publication deadline for the services mentioned on our website is December 2022. Trekadviser Pvt. Ltd. reserves the right to change prices and offers after this date.

We wish you a very nice stay in Nepal.

Trekadviser Pvt. Ltd.

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