

Monkey Adventures SpA

Campervan Rental Terms and Conditions

All tariffs are in Chilean Pesos (CLP) and are inclusive of Services Tax (IVA).

"Monkey Adventure" refers to Monkey Adventures SpA, is a Chilean registered company.

1. Rates

The price of the hire of the vehicle, is calculated on a daily basis and based on 2 passengers (including the driver). extra passengers 1 to 3 recharges extra passengers \$ 15.000 per day. (Maximum 3).

An additional fee of \$6.900 for Santiago Tolls applies to all trips with pick up in Santiago. This fee applies only for tolls around Santiago, not for tolls along Road 5 or other highways.

Daily hire charges are calculated on a per calendar day basis.

Daily hire charges cannot be altered once a booking has been confirmed (subject to changes in legislation or errors).

2. Hire periods and one-way hires

Minimum rental periods apply. They are subject to change and will be notified to the hirer prior to booking confirmation.

The day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

Any change in the date of delivery of the vehicle shall be notified to Monkey Adventures with at least 48 hours in advance.

-One-Way rentals are available only with pick-up in Santiago. Are available as return cities with an extra cost: Iquique \$290.000, Pucon \$220.000, Coyhaique \$320.000 and Punta Arenas \$380.000.

if you want to return the campervan in a different city, consult to Monkey Adventure in advance and we will try to solve your request.

3. Pick up and drop off

Hours of operation are 9:00am to 5:30pm, Monday to Friday and 9:00am to 1:00pm Saturday. Monkey Adventure is closed on Sundays and all Public Holidays.

A set pick up and drop off time is required on each booking. Monkey Adventure reserves the right to release the vehicle 24 hours after the scheduled pick up if the hirer has not advised to Monkey Adventure of any change to pick up date. The vehicle must be dropped off at the specified time.

- -Late pick-up or early return of the Vehicle does not entitle the hirer to any refund of the unused portion of the rental.
- -Pick-up and drop-off are available in a remote location into Santiago with additional fee of \$24.900 and on public National holidays apply a cost of \$30.000.
 - If the hirer wishes to change the drop off location after confirmation of the booking, or during the hire period, must first be authorized by Monkey Adventure in Santiago. Subject to the change being approved, an additional charge of \$290.000 may apply which will be notified to the hirer at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change, even in the case of force majeure.

-It is mandatory to purchase a permit and insurance to cross with the vehicle to Argentina. Those permit and insurance are valid for multiple entries to Argentina. It can be supplied by Monkey Adventures, at additional cost.

4. Drivers requirements and license

Drivers must hold a current and valid driver license (non-probationary) for the duration of the hire period. Foreigners should use a foreign license, with the Spanish translation of its text.

- a)For vehicles 4WD minimum driving age 22 years.
- b) For vehicles 2WD minimum driving age 18 years. An additional cost of \$ 5.000 per day hire for drivers under 22 years applies.

5. Deposit and payments

To secure a booking a deposit of 50% is required. The remaining balance is payable upon collection of the vehicle.

Please note that the correct amount is required for all cash payments as no change is available.

Cash in local currency or dollars of the United States of America, calculating the value of the dollar exchange rate observed a day of payment. https://www.btgpactual.cl/mercados/index.html

A non-refundable surcharge fee of 5% on all Visa, MasterCard, Magna, Diners Club and American Express transactions applies.

Monkey Adventures requires a credit or debit card to be used as a bond on all rental agreements and this must be the credit or debit card of the main hirer unless prior arrangements have been made.

Monkey Adventures reserves the right to process a customer credit or debit card pertaining to the rental after the hire period.

The hirer is liable for all administration, collection and legal costs in respect of charges payable under these terms and conditions.

All transactions under this Agreement are conducted in Chilean pesos. Due to exchange rate fluctuations and bank fees there could be some variance between the amount initially debited against the Hirer's credit or debit card and the amount refunded. Monkey Adventure accept no liability for any such variation.

6. Cancellations and modifications.

Costs associated with cancellation before the date of delivery of the vehicle:

- Cancellation of booking 45 days or more in advance have no charge.
- Between 30 and 45 days: 25% of the gross rent.
- Between 15 and 30 days: 35% of gross rent
- Between 15 and 6 days: 50% of the gross rent.
- If cancelled 6 to same day of pick up or No Show: 100% of Gross Rental (including accessories and insurance).

6.2. Modifications

There will be no change in case of early return of the vehicle.

Any subsequent changes to the initially agreed delivery date will be subject to availability and written confirmation Monkey Adventures. The additional value and carry an additional charge, which must be paid immediately, before the expiration of the original term of the hire.

Non-delivery of the vehicle on the date initially agreed, shall entitle Monkey Adventures to charge the credit card the sum of \$ 50,000 for each day of delay until delivery of the vehicle, amount additional to the value of daily rent.

7. Hirer's responsibility

It is the hirer's responsibility to:

- •Ensure that all child seats and restraints are installed correctly.
- •Ensure that the gas bottle is off (unlocked) whilst driving and that the rear or sliding door of the vehicle is open when the gas cooker is used.
- Return the vehicle washed (outside is free of dirt), vacuumed and tidy.

- Not to damage the underneath part of the vehicle on unsealed roads: Drive very slowly and carefully on bumpy roads.
- Not to overheat the engine.
- Never let the temperature go over the normal range of function. If it starts to rise, stop driving and call our emergency number.
- Check your water and oil every morning and every fuel stop.

When the engine is cold, open the steel cap on the radiator to check the water level.

Make sure the cap is put back on properly – push down hard and turn

When the engine is hot, check the water level in the reservoir bottle.

If it needs water at any time, do not drive and call our support number.

- Not to crash or roll the vehicle over: Single car roll over/accident will be at your full expenses (no cover).
- Don't swerve BRAKE ONLY. Dangerous driving will cause your camper to rollover. If you roll your van, serious injury or DEATH may occur.
- Keep your distance and avoid to drive at night.
- To check the tires pressure every morning.
- To drive CAREFULLY on Ruta 40 (unpaved areas from south), Argentina and Carretera Austral (N°7), Chile.
- Not to overpass the speed limits/commit infringements/park in prohibited places: All fines received (even a year after the infringement) will be charged at your credit card.
- Always pay attention on the direction of streets specially in the small towns like San Pedro de Atacama (Caracoles Street A big part is for pedestrians only).
- Not to destroy the tires: You acknowledge that you received the vehicle with tires in a good state. Any destruction of the tires will not be covered by the liabilities reduction and will be charged to the customer .
- Not to drive/get stuck in Sand (no beach driving allowed with 2wd), Salt Flats, Mud or Water. You can use a 2WD for reaching the main attractions, but bad maneuvers can get you stuck in the sand or mud and will cost you in rescue.
- Not to damage the roof rack: Pay particular attention when entering in underground parking places.

8. Refunds

8.1. Monkey Adventures not refund the value of the hire to the hirer by defects in the operation of the vehicle or impediment of its use is the result of:

Use of unsuitable fuel. (Other than unleaded 93, 95 or 97 octane)

Bad weather conditions, earthquakes or any other natural disaster.

Border crossings closed to Argentina or Chile.

Delivery before the agreed date.

Theft of personal belongings. Any Theft: no refund for items lost in case of theft - car damage will be charged.

Expenses in excess fuel consumption. Fuel consumption varies with the type of vehicle, driving conditions and the way the vehicle is driven. Monkey Adventures vehicles can yield approx. 6-13km / L (subject to conditions like wind and speed).

8.2. Monkey Adventures also reimburse the hirer for:

Mechanical fault attributable to Monkey Adventures. However, the hirer shall be entitled to a refund of the value of a full day equivalent to the value of the daily rent for the impairment of use if the fault is not resolved in less than 6 hours. mechanical failures that signify a lost day, only for these purposes means more than 6 hours of mechanical failure attributable to Monkey Adventures. Reimbursement is limited to daily rental value of the vehicle.

No mechanical failures are considered those who suffer non-mechanical, such as, but not limited to accessories, electric sunroof, CD or Aux connection, air conditioning, water pump, dishwasher, etc.

All refunds are processed in Chilean pesos.

9. Extra fees

- •If the vehicle is not returned washed, vacuumed and tidy, a cleaning fee of \$30.000 will apply
- •If a portable toilet (where applicable) is not returned empty, a cleaning fee of \$30.000 will apply
- •All vehicles are designated smoke free. If smoking is undertaken inside the vehicle, a cleaning fee of \$30.000 will apply.
- •The vehicle is supplied with a full tank of fuel and must be returned with a full tank of fuel. If the vehicle is returned without a full tank of fuel, the hirer is liable for the cost of the refuelling, plus a fee of \$15.000.

10.Traffic infringements and fines

All traffic infringements and fines (including speeding, parking, freedom camping and toll road infringements) are the liability of the hirer. The hirer authorizes Monkey Adventure to charge the hirer's credit or debit card the cost of the infringement, any online payment fees, plus a processing fee. In the event notification for all infringement notices or fines received by monkey Adventure from a relevant authority, the processing fee is \$25.000 per each offence. This procedure can take up to 15 months.

11. Guarantee

The hirer must leave a guarantee of money (according amounts 12.1) to ensure payments, any damage or breach of this agreement.

The hirer is always responsible for all damage to the vehicle, regardless of who is at fault. This liability is limited to the value of the deductible specified in Article 12.1 below.

If liability of a third party claim, Monkey Adventure will refund the charges made to hirer for damages, in all cases as it may be indemnified by the guilty third vehicle damage, only when approved and this canceled the total damage the third party responsible for the damage. As turn what was agreed in this agreement. Please note that third party claims can take many months to resolve. The hirer is liable for all damages to a third party vehicle and/or property if the hirer is at fault.

Damage cover is available subject to the terms of our Vehicle Rental Agreement. This means that we indemnify renters against loss and damage that renters sustain as a result of an incident whilst a permitted driver is driving the rented Monkey Adventures vehicle. However, we will only do this if you have complied with the terms of our Vehicle Rental Agreement and the EXCLUSIONS listed in this document and you have paid the applicable amounts set out above within the timeframes set out in the Hirer Vehicle Rental Agreement.

Damages costs are mentioned as a reference at the end of this document.

12. Excess reduction options

The hire includes a basic liability insurance. This insurance is not waivable. Excludes fines for traffic violations and any indirect damage to the property of others. Injuries or deaths caused to third parties is only covered by the national compulsory insurance. Notwithstanding the foregoing, the basic insurance and plus not cover broken windscreens, tires and any damages resulting from driving while intoxicated, participation in races or contests of any kind, volunteers or malicious damage to the vehicle and those that are the result of gross negligence. Nor cover theft if the hirer is unable to present the original keys of the vehicle.

DEDUCTIBLE: The basic insurance is subject to a deductible of \$ 1.150.000.- for two wheel drive vehicle and \$ 1.450.000.- for vehicle four-wheel drive.

OPTION PLUS: the option to downgrade to \$ 750.000 deductible for two wheel drive vehicle and \$ 1.050.000.- for vehicles four-wheel drive. This option has a cost of \$ 3.000.- day.

Prices are valid for drivers over 22 years, an extra cost per day of \$ 5,000 applies to tenants between 18 to 21 years of age (drivers under 22 years are only allowed to hire campervans single drive - 2WD) .

- -Options Basic and Plus don't cover Front Widescreen or Tires.
- -Option Plus is mandatory for driving on carretera Austral and Ruta40-Patagonia.

12.2 Liability Reductions DO NOT protect the hirer from all liability. Irrespective of the Excess reduction option that may have been taken, the hirer is fully liable for any and all

damages or costs to the vehicle when they are a consequence of the above indicated insurance excludes any of the following situations caused directly or indirectly by the hirer:

- •These terms and conditions are breached
- •In the case of negligence or willful misconduct when hiring this agreement and / or when driving the vehicle, by the lessee.
- •Incorrect or contaminated fuel is used (this includes running out of fuel or putting fuel in the water tank or system)
- •The vehicle is used in contravention of any legislation or regulation
- •The hirer takes the vehicle onto a beach or sand
- •The hirer does not obey height-restricted areas (such as, but not limited to, car parking buildings) and damage is caused to the roof (or roof rack) of the vehicle
- •The hirer is involved in a single vehicle rollover. This includes, but is not limited to, a vehicle that has rolled, tipped, or fallen over on its side and this has caused damage to the side and/or roof area of the vehicle.
- •Driving on gravel or unsealed roads (there are no restrictions on which roads the vehicle can be driven on, however, travel on gravel or unsealed roads voids all liability limitations)
- •Retrieving, storing and recovering the vehicle to the agreed rental location following an accident
- •The hirer has failed to stop and contact Monkey Adventure when a warning light appears on the dashboard
- •The hirer continues to drive the vehicle following the temperature gauge moving in a direction which shows a departure from the normal operating temperature
- •The hirer continues to drive the vehicle after a mechanical breakdown or failure (including an accident) has occurred
- •The hirer has an accident involving an animal whilst driving between dusk and dawn (night driving) outside of any city limits.
- Accident while reversing is also considered as a breach of the contract
- Not to respect the stop sign, red traffic lights or any traffic signs. Failure to respect those signs is considered as a breach of the contract.
- •To driven over the speed limit
- To fall asleep at the wheel or fatigue
- •To drive under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by the applicable law (zero tolerance to alcohol law).
- •To leave the vehicle with the ignition key inside while it is unoccupied.
- •If you do not take off the radio panel while the car is parked
- •To damage the vehicle by: i.-Submersion in water; ii.-contact with salt water; iii.-creek or river crossing; iv. driving through flooded areas or sandy conditions; v. beach or salt flat driving;
- •To damage the vehicle by driving under an object lower than the height of the vehicle
- •To damage the vehicle on its underbody, roof, interior or tires/Rims (this includes the rooftop and roof top tent damages).

- •To use the vehicle for any illegal purpose or in any race, rally or contest; or for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- •To use the vehicle to tow any vehicle or trailer
- •To use the vehicle to carry passengers or property for hire or reward; carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this Contract. All passengers must use seat belt
- •To use the vehicle to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- •To use the vehicle to carry animals, excluding registered dogs.
- •To use the vehicle on unfit roads for the car.
- •To start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other failure or inconvenience without previous and written permission from Monkey Adventures.
- •Any damage/loss resultant from theft/fire or break-ins. Monkey Adventures does not offer any compensation for loss of any personal items.
- Any damage due to vehicle use in contravention of item "Hirer's responsibility"
- •Drivers not identified on this Car Rental Agreement and/or drivers those have a license that has been cancelled or suspended and/or drivers who have a license that is classified as a learners or provisionary license.
- Any damage caused to the vehicle due to the use of inappropriate snow chains
- •For any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio Diesel which should not be used, water, other contamination of fuel or whatever liquid different from the appropriate fuel.

13. Accidents

The hirer will be responsible for all associated costs in retrieving, storing and recovering the vehicle to the agreed rental location irrespective of whether the accident is the hirer's fault or a third party. This cost is not covered under any insurance excess options and is in addition to respective insurance option excess levels.

In the event that the costs of all parties involved in the accident and liability is not confirmed before drop off of the vehicle the hirer will be charged the full excess under the rental agreement. The hirer will be refunded any excess payment following confirmation of costs and liability.

Sometimes due to unforseen circumstances (crash, vehicle theft, etc.), Monkey Adventures is enable to supply the vehicle requested. Monkey adventures will take no responsability if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

If an exchange vehicle is required it is the hirer's responsibility, and at their cost, to return to the Monkey Adventures depot to collect the exchange vehicle.

Prior to the collection of an exchange vehicle the daily rate will still apply and Monkey Adventures accepts no liability for loss of travel days and associated costs.

Monkey Adventures cannot guarantee an exchange vehicle following an accident. Any exchange vehicle may take up to three (3) days to be available and may not be an identical vehicle. This is irrespective of whether the hirer or third party is at fault.

In the event of an exchange vehicle being required, any insurance excess options are not transferable to the exchange vehicle.

If an exchange vehicle is not required by the hirer no refund for the unused portion of the hire is applicable.

What to do in case of accident:

- -Turn on your vehicle's hazard lights and use warning triangles (auxiliary kit)
- -Call to Monkey Adventures and we will help you fix the situation
 - If there are others cars involved, it is very important to write down the following info:
- Driver's name + Driver's ID number (in Chile, called RUT)
- Plate number (in Chile, called REGO)
- If the other car has an insurance: write down the insurance company' name
- Call the police (133) or go to the nearest police office to do an "incident statement" (In Chile, called "constancia")

Note: It is really important to go directly to the police otherwise, it is assumed that you were driving under alcohol effects and the insurance will not cover the damages.

• Take pictures of all damages and send them to Monkey Adventures

14. Mechanical faults

The hirer shall take all reasonable care to ensure that the vehicle is properly checked and maintained during the hire period. This shall include daily checks of the oil, water and tyre pressures.

Mechanical breakdowns must be reported to Monkey Adventure as soon as possible in order to give Monkey Adventure the opportunity to rectify the issues during the hire. In order to facilitate on-road repairs, Monkey Adventures may require the hirer to take the vehicle to an approved repairer.

The hirer is not entitled to any refund unless Monkey Adventures has been advised of the issue, and has been given the opportunity to rectify the situation.

A refund can be requested from Monkey Adventures if a breakdown has directly caused a delay in travel in one location of 48 hours or more.

For all repairs, Monkey Adventures will need to be informed and confirm the repair in advance. Repair will be reimbursed if the Hirer was not responsible for the damage. All the respective statements, including invoices and bills, must be submitted for any repair within maximum 48 hours after drop-off or the claim will not be paid. Subject to the terms

of the guarantee, the Hirer will pay for the costs of repairing or replacing what had been damaged during the Rental Term.

Monkey Adventure is not liable for any delays in rectifying a situation caused by a breakdown occurring on a weekend or public holiday.

If the vehicle is un-drivable after an accident and the Hirer would like to have a replacement vehicle, it will be subject to time, distance and availability. In any case, the Hirer must make his/her own way (at the Hirer's expense) to Monkey Adventures branch. To access to the replacement vehicle the Hirer should agrees the corresponding Car Rental Agreement involving the payment of a new rental and a new vehicle Guarantee Fund will be required and this amount is determined by Excess Reduction options.

15. Mechanical failure on the road.

In case of failure, turn on the emergency lights of the vehicle, use warning triangles (auxiliary equipment), placed reflective vest emergency and call our support number to help resolve the situation.

Please note that this does not cover failure resulting from the hirer's actions or inactions, which includes, but is not limited to, the following:

- •The vehicle running out of fuel or incorrect fuel being used
- •The keys being locked inside the vehicle or lost
- •Flat batteries caused by incorrect usage of the batteries and /or incorrect usage of any equipment that requires the batteries in order to operate
- A breakdown resulting from damage caused in an accident
- •A breakdown caused by wilful neglect
- A breakdown caused by driving in sand, water or mud.
- Getting stuck in sand or mud
- Any damage caused to the vehicle due to the use of inappropriate snow chains
- Any inadequate use of the vehicle as stated in the item "Hirer's responsibility".

In those cases all recovering and towing costs are to be borne by the Hirer and monkey Adventures has the right to charge a higher amount than the guarantee/ Excess reduction option held on the credit card.

The hirer may be liable for a charge by the road-side assistance provider in the event assistance is required for the above.

Important

These terms and conditions constitute the entire agreement and there are no other oral undertakings, warranties or agreements. Monkey Adventures employees and agents are not authorized to vary, add to, or delete from, this agreement or to make any representations about performance, specifications or fitness for purpose of Monkey Adventures' vehicles.

Where the hirer comprises of more than one person, each person is liable jointing and severally for all obligations under this agreement.

Monkey Adventures cannot be held responsible for any insect infestation such as, but not limited to, mosquitoes, ants, flies, fleas and bedbugs.

Except to the extent where Monkey Adventures is liable under law, the hirer agrees to release and indemnify Monkey Adventures from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the hirer may suffer or incur or become liable for as a result of the use or misuse of the vehicle.

If the vehicle booked be unavailable, Monkey Adventures reserves the right to substitute an alternative vehicle without prior notification, and at no extra cost to the hirer or cancel the booking and refund the hirer all monies paid to Monkey Adventures. Please note a substitute vehicle may be with a different supplier.

The hirer authorizes Monkey Adventures to collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Monkey Adventures. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies, parties involved in an accident with the vehicle while on hire, any agents responsible for the processing or handling of infringements and fines or statutory bodies as required.

Monkey Adventures reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Subject to changes in legislation or system generated errors, Monkey Adventures will not amend the terms and conditions applicable to a confirmed booking, unless the booking is amended at the hirer's request.

Monkey Adventures reserves the right to refuse any rental and/or terminate a confirmed booking or current hire and take immediate possession of the vehicle if the vehicle is damaged, the hirer has not complied with any of the material terms and conditions, in the reasonable opinion of Monkey Adventures and/ or any Chilean Police officer that the hirer does not have sufficient skill or experience to operate the vehicle or the safety of the passengers or the vehicle is at risk.

Monkey Adventures reserves the right to refuse any rental, or the continuation of any rental at its discretion.

Items fees that you may have to pay if you lose or break:

Mattress (each) \$	Extra Gas \$ 1.600	Front Optics: Bigger
19.900	Jumper Leads \$ 12.000	than a CLP 50 coin \$
Mattress Cover (each)	Auxiliary Table \$	49.000
\$ 9.900	24.000	Front Optics: Smaller
Curtains (each) \$ 6.900	Woodboard \$ 19.900	than a CLP 50 coin \$
Pillows (each) \$ 3.700	Jack \$ 14.900	31.000
Pillows Cases (each)	Jack Tool \$ 6.900	Fog light (Each)
\$ 3.900	Van Spare Tire \$	\$14.000
Blankets (each) \$	79.000	Rear Window \$ 68.000
13.000	4WD Spare Tire \$	Van Lateral Mirrors
Radio Panel \$ 45.000	149.000	\$ 45.000
Keys + Alarm Remote	Wheel Wrench \$ 6.000	Interior Mirror \$
Control \$ 19.900	Fuel Cap \$ 19.500	15.500
TAG \$ 34.000	Auxiliary Kit	Chairs (Each) \$ 7.900
Car Documents \$ 9.900	(extinguisher, Triangle)	Snow Chains \$ 56.000
Cutleries \$ 1.900	\$ 12.900	Roof Rack \$ 69.000
Plates \$ 1.300	Rubber Floors (each)	(bars)
Sink \$ 14.000	\$ 6.000	Roof Rack \$149.000
Kitchen Plug \$ 1.300	Front Windscreen :	(box on 4WD)
Pots & Pans \$ 9.900	Full \$ 119.000	Bike Rack \$ 65.000
Cooler \$ 17.000	Front Windscreen :	Child Seat \$ 130.000
Bungies \$ 3.900	Smaller than a CLP 50	Other damages to be
Camping Stove \$	coin \$ 31.000	determined
15.900	Side Windows \$ 49.900	

I have read and understood the above conditions and agree with them. This document is part of the Monkey Adventures' Rental Agreement. Signature:_____