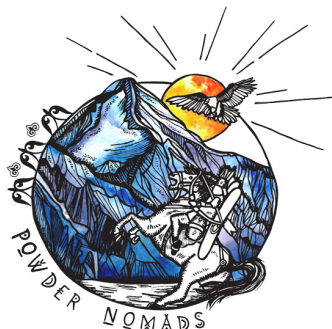


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Powder Nomads Offer Agreement

General Provisions (Public Offer)

Powder Nomads (hereinafter the Company), operating as an Individual Entrepreneur under the laws of the Republic of Kazakhstan, hereby offers to any interested individual (hereinafter the Participant or Client) to enter into a contract for the provision of tourist services under the terms of this Offer Agreement.

This Offer Agreement is a public offer in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, meaning that if an individual accepts the terms described below and pays for the services, that individual is considered to have entered into a binding agreement as a Participant.

Acceptance of this offer is confirmed by the actions of the Participant, including booking a tour and/or payment for the tour services, and is equivalent to signing a contract.

By accepting this Offer Agreement, the Participant confirms that he/she has read, understood, and agreed to all the terms herein. If the Participant does not agree with any provision of this Agreement, he/she should refrain from using the Company's services or booking a tour.

Parties: The Company and the Participant are collectively referred to as "the Parties" in this Agreement.

Definitions: For the purposes of this Offer Agreement, the following terms shall have the meanings defined below (unless the context requires otherwise):

Company (also referred to as the Contractor): Powder Nomads, an individual entrepreneur registered in the Republic of Kazakhstan (Almaty City). The Company is the provider of the tour services and is the party offering this public contract.

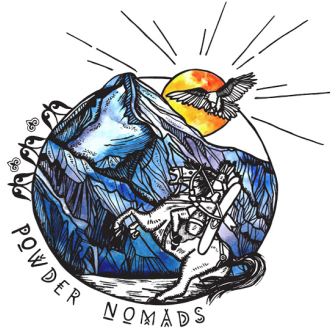
Participant (also Client or Tourist): A natural person aged 18 or older who has agreed to this Offer Agreement and paid for the tour services, thereby obtaining the right to receive the services (Note: Minors under 18 can only participate under the conditions specified in this Agreement – see Participation of Minors section).

Tour: Any guided trip, adventure or travel program organized by the Company for the Participant's benefit. This includes, but is not limited to, hiking and trekking excursions, horseback riding tours, jeep tours, backcountry ski/snowboard freeride trips, ski touring programs, and other outdoor adventure itineraries. Each Tour has a specific program/route, duration (single or multi-day), and a set of included services as described on the Company's website or in the tour description.

Services: The travel and tour-related services provided by the Company to the Participant under this Agreement. Services include the organization and conduct of the selected Tour (guiding, instruction, logistical support, etc.), as well as intermediary arrangements made by the Company on the Participant's behalf such as accommodation, transportation, or other third-party services as outlined in the Tour description.

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Company's Website: The official website of Powder Nomads, which provides information about available tours, their programs, requirements, prices, and is used for communication and booking. Information published on the website (and the Company's official social media or communications channels) is deemed to be an integral part of this Offer Agreement and of the information provided to Participants.

Booking (or Application): The action by which the Participant selects a Tour (through the website or via direct communication) and submits a request to join that Tour. A Booking typically involves providing personal information and tour selection, and it represents the Participant's intention to enter into the Agreement. The Company's confirmation of the booking (for example, via email or messaging) will include details such as the tour itinerary, dates, and payment instructions.

Acceptance: The full and unconditional acceptance of this Offer Agreement by the Participant, manifested through the payment (full or partial) of the tour cost or other explicit confirmation of consent. By paying for the Services, the Participant conclusively agrees to all terms of this Agreement without any exceptions. Once payment is received, this Offer Agreement is considered accepted and a binding Agreement between the Parties is concluded.

Tour Program: The detailed description of the Tour itinerary, schedule, included services, and requirements, as provided on the website or in correspondence. The Tour Program includes information such as the route, duration, activities, what is included/excluded, difficulty level, and any special conditions. It serves as the basis for the Services to be delivered.

Party/Parties: Refers to either the Company or the Participant individually, or both collectively, as context requires.

1. Subject of the Agreement

1.1. The subject of this Agreement is the organization and provision of an adventure travel tour (the Tour) by the Company to the Participant, and the Participant's payment for and participation in said Tour under the conditions of this Agreement. The Company undertakes to provide the services for the selected Tour – including guiding, instruction, logistical arrangements, and any included accommodations or transportation – as per the Tour Program described on the Company's website or as mutually agreed in writing with the Participant.

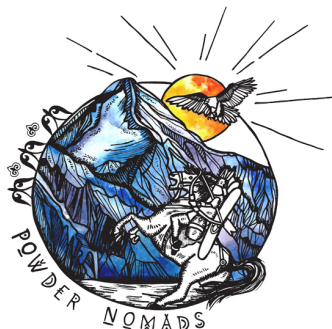
In performing these services, the Company may act as both the direct provider and as an intermediary for certain third-party services (such as lodging, vehicle transport, or meals) that are part of the Tour.

The Participant, in turn, agrees to partake in the Tour and to pay the appropriate fee for the Services.

1.2. Each Tour's specific details (itinerary, duration, destination, level of difficulty, included services, price, etc.) are provided on the Company's website and/or in the Tour Program communicated to the Participant. The scope, level, and conditions of the Services for a given Tour correspond to the

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description on the website (at the time of booking) or as otherwise expressly agreed between the Parties.

It is understood that the Tour will be delivered “as is” according to that description, and any bespoke adjustments or special requests outside the standard program should be documented in writing (e.g. in a separate agreement or addendum if necessary).

1.3. The Participant acknowledges that the nature of adventure travel is such that specific outcomes (for example, reaching a particular summit or spotting certain wildlife) cannot be guaranteed. The Company commits to providing the Services with due care and skill, but the Participant accepts that elements like weather, natural conditions, or the Participant’s own abilities can affect the experience. Therefore, the Company does not guarantee the achievement of any particular personal goal during the Tour, and no claim may be made against the Company for not achieving specific results as long as the Services were provided substantially as agreed.

By entering this Agreement, the Participant also confirms understanding and agreement that the cost, content, and conditions of the Services are as specified in the Tour description or as individually agreed, and that they will fulfill their obligations (such as timely payment) accordingly.

2. Booking and Payment Terms

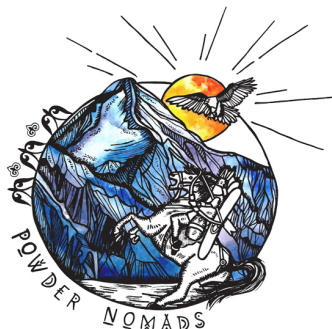
2.1. To book a Tour, the Participant may use the Company’s website booking interface or contact the Company via the provided communication channels (phone, email, messaging) to request a reservation. The Participant is responsible for providing accurate and complete information during booking (such as full name, contact details, group size, and any pertinent personal details required for the Tour). Upon receiving a booking request, the Company will confirm tour availability, communicate any necessary details (e.g. meeting point, equipment list, preparatory instructions), and provide an invoice or payment instructions for the tour fee.

2.2. The price of the Tour (cost of Services) is as listed on the website for that tour or as quoted by the Company. Prices are generally quoted in a specific currency (for example, Kazakhstani Tenge or US Dollars) and are payable in that currency, unless otherwise agreed. The price usually covers the items explicitly stated as “included” in the Tour description (which may include guiding services, certain meals, accommodation, local transport during the tour, permits, etc.), and excludes any “not included” items (such as personal equipment, airfare to the tour start location, visas, insurance, etc.). The Participant should carefully review what is included in the price and budget for any exclusions accordingly. All prices include any applicable taxes or fees unless stated otherwise.

2.3. The Company does not currently accept instant online payments through the website; instead, all payments are to be made via bank transfer, deposit to a provided card/account, or other electronic transfer method as instructed by the Company after confirming the booking. Once the tour details are agreed upon, the Company will provide the Participant with the necessary payment details (such as

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bank account number or card number, payment amount, and any reference to include). The Participant shall initiate payment promptly upon receiving the payment instructions, or by any payment deadline given by the Company.

In many cases, the Company may require a prepayment (deposit) to secure the booking. The typical deposit amount (if applicable) will be communicated (e.g., a percentage of the tour price). The remaining balance of the tour price may be due by a certain date before tour commencement (for instance, 100% payment might be required [e.g. 7 days] before the tour starts, unless otherwise agreed). The exact schedule of any such payments will be confirmed during booking. If no specific deposit is requested, full payment may be expected at once after tour confirmation.

Payment shall be deemed made when the funds are credited to the Company's designated account. Any bank fees or transfer charges must be borne by the Participant; the Company should receive the full invoiced amount net of any such fees.

2.4. The Participant's payment (whether a deposit or full payment) constitutes acceptance of this Offer Agreement and creates a binding contract. By making the payment, the Participant confirms his/her acceptance of all terms of this Agreement, equivalent to signing this Agreement personally. From the moment the payment is received by the Company, this Offer Agreement is considered accepted and in force for both Parties. If the Participant makes a partial payment (deposit), that partial payment still signifies acceptance of the Agreement in full; the Participant then remains obligated to pay the remaining balance by the agreed deadline.

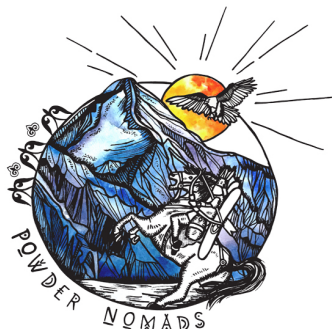
2.5. The Company will confirm receipt of payment to the Participant (for example, by email or message) and at that point provide any final details needed (such as a receipt, contract number if any, packing list, meeting instructions, etc.). The Participant should keep proof of payment (e.g. bank transfer confirmation) until receipt is acknowledged by the Company.

2.6. In the event that the Participant fails to pay the tour fee (or any installment, such as the balance due) by the agreed due date, the Company reserves the right to treat this as a cancellation by the Participant (subject to the cancellation terms below) or to cancel the reservation unilaterally. The Company may, at its discretion, offer a short grace period or attempt to contact the Participant before cancellation. If the Company cancels the booking due to non-payment within the required timeframe, any monies already paid by the Participant will be refunded minus actual expenses incurred, in accordance with the refund policy and after deducting any applicable fees.

2.7. If a payment for the Participant's booking is made by a third party (e.g., an employer, relative, or friend), the Participant must inform the Company. Such third-party payment will be considered as made on behalf of the Participant, and the Participant will remain the party to the Agreement and responsible for all obligations, as well as the beneficiary of the services. The Company assumes no obligations toward the third-party payer. The act of a third party paying does not grant that third party

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any rights under this Agreement – all rights and responsibilities remain with the Participant who will join the Tour.

2.8. If payments are made in a currency different from the quoted tour price, an agreed exchange rate or official bank rate at the time of payment may be used. The Company will inform the Participant in advance if this situation arises (for example, if a USD price needs to be paid in local currency KZT, the conversion rate or method will be specified).

The Participant should contact the Company if any clarification about the payment process is needed. Once payment is made, the Participant has effectively entered into this Offer Agreement and is expected to comply with all terms herein.

3. Rights and Obligations of the Company

The Company hereby assumes the following obligations and rights under this Agreement:

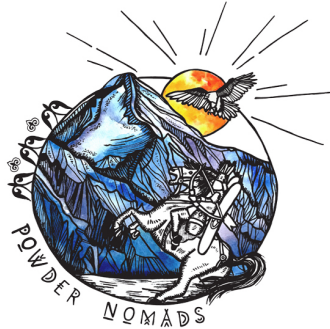
3.1. The Company shall provide the Participant with the agreed-upon Services for the selected Tour, in the volume and quality as described in the Tour Program or as otherwise contractually agreed. This includes arranging the route and schedule, supplying a qualified guide or instructor, providing necessary briefing or training before/during the tour, and facilitating the included services (such as transportation during the tour, accommodation, meals, equipment as specified, etc.). The Company will make all reasonable efforts to deliver a safe, enjoyable, and professionally managed Tour consistent with the description given to the Participant.

3.2. The Company is obliged to provide the Participant with truthful, relevant, and comprehensive information about the Tour and its requirements, enabling the Participant to make an informed decision and properly prepare for the tour. This includes informing the Participant about: the level of difficulty and any required skills or experience for the Tour; the required personal equipment and clothing; any known risks or special conditions on the route; and any travel documents or permits the Participant must obtain in advance. Upon request, the Company will also provide consultations or answer questions the Participant has regarding preparation for the Tour (e.g. training recommendations, gear advice, etc.), to the best of its ability.

3.3. The Company will ensure that the staff or guides assigned to lead the Tour are adequately experienced and qualified for the activity. The Company will brief Participants on safety rules and guidelines at the beginning of the Tour (and throughout as needed), and will take reasonable measures to ensure the Tour is conducted safely. The Company will provide necessary safety equipment that is explicitly included in the Tour (for example, avalanche safety gear on ski tours, first aid kit, communication devices for the group, helmets for horse riding if stated, etc.). However, the Company is not responsible for providing personal items that are listed as the Participant's responsibility. The

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Company will also ensure any third-party providers involved (transport drivers, accommodation, etc.) are appropriately licensed or qualified, but see the Liability section regarding third-party services.

3.4. The Company has the right to make changes to the Tour as necessary for operational or safety reasons. This could include modifying the itinerary, route, or schedule (for example, changing a hiking route due to a landslide or weather, altering the daily plan for the safety of the group, etc.). Such modifications can be made unilaterally by the Company or the guide if circumstances require; the Company will strive to ensure any changes are equivalent in value and experience, and will inform the Participants of significant changes as early as possible (if prior to departure). Minor changes that do not significantly affect the overall Tour package or its quality may not always be communicated in advance (for instance, adjusting timing of activities by a few hours). The Company's guide or representative on the Tour has the authority to make on-the-spot decisions in the interest of safety, logistics, or the well-being of the group.

3.5. The Company will promptly inform the Participant of any major changes or developments that could affect the Tour (e.g., changes in meeting point, itinerary alterations due to new restrictions, cancellation of the tour). Notification will be given via the contact information provided by the Participant (email, phone, and/or messenger). The Company will also inform the Participant of any circumstances known before the Tour starts that might impede the delivery of certain services, and discuss possible alternatives or solutions. In the rare case that the Company must cancel the Tour entirely (for reasons such as force majeure or insufficient bookings), it will notify the Participant as soon as possible and provide a refund or alternative options as per the Cancellation terms of this Agreement.

3.6. The Company will assign a competent Guide or trip leader to the Tour (for guided tours). The Guide acts on behalf of the Company during the Tour and has the necessary skills in mountaineering, trekking, skiing or the relevant activity, including first aid and risk management training. The Company may also engage third-party service providers (for transportation, lodging, horseback providers, etc.) as part of delivering the Tour. The Company will coordinate with these providers and serve as an intermediary. While the Company will choose reputable providers, it does not guarantee their services beyond what is stated in the Tour description.

3.7. The Company has the right to collect necessary personal information from the Participant for the purposes of tour organization. This may include passport details (for insurance or permit purposes), emergency contact information, health information relevant to the Tour, etc. The Company will use such information in accordance with applicable privacy laws and only for execution of this Agreement (e.g. securing permits or reservations, preparing for emergencies). The Participant's submission of a booking or filling out a questionnaire is considered consent to this data collection. The Company will not disclose personal data to unrelated third parties except as required to fulfill the Services (for example, providing a hotel with a guest name) or as required by law.

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3.8. The Company reserves the right to take photographs or video during the Tour, and the Participant acknowledges that they may appear in such media. Unless the Participant specifically objects in writing in advance, the Company may use any photographs, video footage, or testimonials/reviews that include the Participant for promotional or marketing purposes (such as on the Company's website, social media, brochures) without requiring additional permission and without compensation to the Participant. The Company may also publish feedback or reviews provided by the Participant. The Participant can withdraw consent for use of their image or feedback by notifying the Company in writing, ideally before the tour or at the time of providing a review.

3.9. The Company has the right to refuse or terminate the provision of Services to a Participant in certain cases, including but not limited to: if the Participant refuses to accept the terms of this Agreement; if the Participant has not paid the tour fee by the agreed time; if the Participant is found to have deliberately provided false information during booking; or if it becomes evident that the Participant does not meet the minimum requirements for the Tour (e.g., health condition or skill level far below what is necessary, creating a safety risk). Additionally, during the Tour, if the Participant violates safety rules or behaves in a manner that endangers themselves or others, the Company (through the Guide) has the right to remove that Participant from the Tour. Any such refusal or removal during the Tour will be in accordance with the terms of this Agreement (fees may be forfeited in such cases). The Company also reserves the right to decline future bookings from a Participant who has violated terms or behaved irresponsibly in past tours.

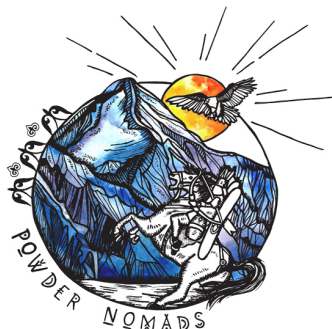
3.10. The Company may unilaterally make changes or additions to this Offer Agreement by publishing an updated version on the Company's website. Changes will not affect bookings already accepted (i.e., for Participants who have paid before the change, the terms at the time of payment will generally apply), except to the extent that updated terms are required by law or do not materially disadvantage the Participant. The Participant agrees to review the current Offer Agreement each time they book a new tour. The Company is not required to individually notify past clients of updated terms; posting on the website is considered sufficient notice of changes. Continued use of the Company's services or new bookings after changes to the Offer constitute acceptance of those changes by the Participant.

3.11. The Company will exercise due diligence and care in performing its obligations, ensure the travel arrangements are as agreed, and respond promptly to any issues or complaints raised by the Participant. In case of any partial or improper provision of services, the Company will work to remedy the situation or offer an appropriate alternative when feasible. The Company's liability to the Participant is limited as described in the Liability section of this Agreement.

4. Rights and Obligations of the Participant (Client)

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By accepting this Agreement and joining a Tour, the Participant assumes the following obligations and enjoys certain rights:

4.1. The Participant must provide true, accurate, and complete information during the booking process and in any required documents (such as registration forms or questionnaires). This includes personal identification details (full name as in passport, date of birth, nationality), contact information, and any other details the Company requests. The Participant is solely responsible for any consequences of providing incorrect or incomplete information. The Company is not liable for issues arising from misinformation provided by the Participant (for example, inability to secure a permit due to wrong passport info).

4.2. The Participant is responsible for carefully reviewing the Tour description and requirements prior to booking. Each Tour will indicate a required level of physical fitness and/or technical skill (for example, whether the tour is beginner-friendly or requires advanced skiing ability, ability to hike a certain distance, etc.). The Participant must ensure that they meet these requirements and honestly assess their own preparedness against the Tour's difficulty level. By booking, the Participant confirms that they possess the necessary fitness, skill, and experience as stated for the tour, or have disclosed any potential gaps to the Company. The Participant should inform the Company of their level of physical fitness, health condition, and any pre-existing illnesses or injuries before the start of the trip. This includes completing any medical questionnaires truthfully. The Participant should also evaluate the complexity of the Tour's program in light of their own abilities, and if unsure about the fitness requirements, consult with the Company prior to booking.

4.3. It is the Participant's obligation to consider their health and medical conditions in relation to the Tour. If a Tour requires participants to be in certain health conditions (e.g., free of certain medical issues, or needing a medical clearance for high altitude), the Participant should undergo a medical examination if required and only proceed if cleared for the activity. The Participant must inform the Company of any chronic illnesses, disabilities, allergies, or other medical conditions that could affect their participation or require special accommodation. This should be done before the Tour starts (preferably during booking or well in advance of departure). During the Tour, if any health issue arises or the Participant feels unwell or injured, they must promptly inform the Guide about their condition so that appropriate measures can be taken. If the Participant has a condition requiring specific medication (e.g., insulin, asthma inhalers, EpiPen, etc.), they are responsible for bringing an adequate supply of their personal medication and carrying it in their personal first aid kit. The Participant should also inform the Company/Guide about such medications or any particular instructions, in case of emergencies.

4.4. The Participant is responsible for having all necessary travel documents in order. This includes a valid passport (with expiration no earlier than the required date), visas, permits, or other identification documents required for the destinations of the Tour. For example, if a tour involves crossing from Kazakhstan into Kyrgyzstan or vice versa, the Participant must ensure they have any

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required visa or that their nationality is visa-exempt, and carry the passport during the tour. The Participant is also responsible for complying with any entry, exit, customs, and immigration requirements of the countries visited. The Company can provide guidance on what documents are needed, but obtaining those documents (and any associated costs) is the Participant's responsibility. If the Participant is denied travel or participation due to lack of proper documents, it will be treated as a cancellation or no-show on the Participant's part (with applicable penalties).

4.5. The Participant must pay the tour price in the amount and by the deadlines agreed (as detailed in the Payment Terms section above). This is a fundamental obligation – failure to pay on time could result in cancellation of the Participant's booking with cancellation fees as described. The Participant has the right to receive a confirmation and receipt for any payments and to contact the Company if such confirmation is not received in a reasonable time.

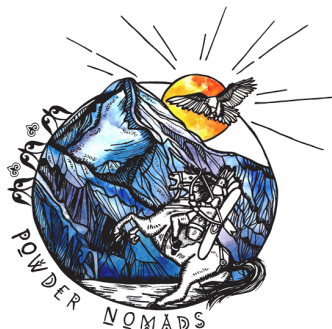
4.6. The Participant shall comply with all applicable laws of the countries/regions where the Tour takes place, as well as any rules and regulations specific to protected areas (national parks, nature reserves) if visited. This includes respecting local customs, cultural norms, and religious practices where relevant. The Participant must not engage in any illegal activities during the Tour (such as use of illegal substances, vandalism, removal of protected artifacts or flora/fauna, etc.). If the Tour takes place in remote or border areas requiring special permits, the Participant must carry any permits or identification at all times as instructed by the Company or authorities.

4.7. The Participant agrees to treat the natural environment, wildlife, historical sites, and local communities with respect and care. This means following Leave No Trace principles (e.g. not littering, avoiding damage to plants or disturbance to animals), abiding by campfire or camping regulations, and showing respect to local inhabitants and their property. The Participant should adhere to the guidance of the Guide in these matters. Any willful damage or disrespect shown by the Participant could result in the Participant being held responsible for damages or even removed from the Tour in severe cases.

4.8. For the entire duration of the Tour, the Participant must follow all safety rules and instructions given by the Company's representatives (guides, instructors, drivers, etc.). This includes guidelines given before the Tour (in preparatory materials) and on-site directions. The Participant should pay careful attention during any safety briefing at the start of the Tour. Compliance with the Guide's instructions is crucial, especially in adventure activities where non-compliance can create dangerous situations. The Participant must agree to stay with the group or in designated areas when instructed, use safety equipment as directed, and adhere to any rules specific to the activity (for example, skiing one at a time on a slope when instructed, wearing a helmet or avalanche beacon when required, not riding a horse in prohibited areas, etc.). If the Participant fails to follow safety instructions or behaves recklessly, the Company (through the Guide) has the right to take appropriate measures, including warning the Participant or ultimately removing them from the Tour for the safety of the Participant or

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the group. Removal for safety violations may mean the Participant ends their tour early without refund, as detailed in the Liability section.

4.9. The Participant shall not consume alcohol or any illegal narcotic or mind-altering substances for the duration of the active tour program. The Tour often involves physically demanding and hazardous environments (mountains, horses, vehicles, etc.) where being under the influence of alcohol or drugs can significantly increase risk of injury or death. Therefore, for the safety of everyone, the Participant agrees to remain sober during the Tour. Moderate alcohol consumption may be permitted only when explicitly allowed by the Guide (for example, a cultural dinner at the end of a day might include a beer or local drink if conditions are safe). However, the Participant should always seek the Guide's approval. Illicit drugs are strictly forbidden at all times. If the Participant is found to be intoxicated or using illegal substances during the Tour, the Guide has the right to exclude that person from an activity or the remainder of the Tour, and this will be treated as a violation of the Agreement by the Participant.

4.10. If the Tour is a group tour, the Participant should cooperate with fellow travelers and the Guide to maintain a positive group dynamic. This includes being punctual (arriving on time for departures or meet-ups each day), listening during briefings, and not engaging in behavior that is disruptive or offensive to others. The Participant has the right to expect a harassment-free environment; likewise, they are expected to treat others with respect. Any serious interpersonal issues should be brought to the Guide's attention for mediation.

4.11. The Participant is responsible for bringing any personal equipment or gear that is listed as required in the Tour description (for example: appropriate clothing, hiking boots, personal protective equipment if noted, etc.). The Company may provide certain group gear or specialized equipment, or offer rentals (this will be clarified beforehand). Any equipment provided to the Participant by the Company or through the Company's arrangement (rental gear, safety equipment, horses, vehicles, etc.) must be used properly and treated with care. The Participant must not abuse or misuse the equipment. At the end of the Tour (or at the appropriate time), the Participant must return any rented or borrowed equipment in the condition it was received, normal wear and tear excepted. The Participant will be financially responsible for any loss of or damage to equipment provided to them due to misuse or negligence (beyond normal wear). For example, if a Participant loses a rented avalanche transceiver or breaks a tent due to improper use, they may be charged the cost of repair or replacement. The Company recommends the Participant inspect any provided gear upon receipt and inform the Guide of any noticeable issues to avoid being held responsible for pre-existing damage.

4.12. The Participant is responsible for paying for any extra costs that are not explicitly included in the Tour price. Such additional costs could include: meals and beverages not stated in the itinerary, personal snacks, gratuities (tips) to guides or staff (at the Participant's discretion), personal travel insurance (which is highly recommended but purchased separately), costs of obtaining travel

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documents (passport, visa), vaccinations, personal gear, and any optional activities undertaken during the tour that are not part of the standard program. If the Tour itinerary allows for optional add-on activities or extensions (for example, an extra horseback ride, or rental of special equipment), the Participant will pay for those if they choose to participate. The Participant acknowledges that any money paid directly to third parties (for example, paying a local vendor for souvenirs, or paying for a meal on free time) is outside the scope of this Agreement and not included in the tour price. The Participant should budget and be prepared to cover these personal expenses.

4.13. While not mandatory, it is advisable for the Participant to have access to some emergency funds during the Tour (either cash or a credit card) in case of unexpected expenses, such as medical treatment, evacuation not covered by insurance, or unplanned travel arrangements (for example, if leaving the tour early). The Participant is responsible for such costs, although having travel insurance (as discussed below) may offset this burden.

4.14. The Participant should provide the Company with a reliable means of contact prior to the tour (phone number, email, etc.) and inform the Company of any changes. Leading up to the tour, the Participant should check their email or messages regularly in case of updates from the Company. During the tour, the Participant should follow any communication protocols given by the Guide (e.g., keeping their phone in airplane mode to save battery except when needed, or using radios if provided). If the Participant has any complaint or issue during the tour, they should promptly raise it with the Guide or Company so that it can be addressed on the spot if possible. Complaints raised after the fact are harder to resolve, so the Participant is encouraged to communicate openly.

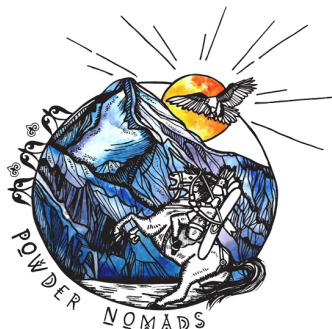
4.15. The Participant has the right to receive the services promised for the Tour and to be informed of any substantial changes. The Participant can expect that the Company will prioritize their safety and will not knowingly place them in unnecessary danger. The Participant also has the right to decline any optional activity or component that is not mandatory, though there will be no refund for un-used services (per the policies below). If the Participant has any special needs or requirements (dietary, medical, etc.), they should inform the Company in advance; while the Company cannot guarantee to meet all special requests, it will do its reasonable best to accommodate within the capabilities of the tour logistics.

5. Insurance

5.1. The Company strongly recommends that each Participant obtains a suitable travel insurance policy before participating in the Tour. Such insurance should cover at minimum the following: emergency medical treatment, accident & injury, evacuation and rescue (e.g. helicopter rescue from remote locations), and repatriation of remains in the worst case. Because many of the Company's tours involve high-risk activities (for example, high-altitude trekking, backcountry skiing, horseback riding, etc.), it is highly advisable that the insurance policy specifically covers the activities of the Tour (often

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called adventure travel insurance or extreme sports coverage). For instance, a ski touring or freeride skiing tour should be covered by an insurance policy that treats off-piste skiing as covered (not as an exclusion) and covers mountain rescue costs. Similarly, a trekking policy should cover high-altitude hiking if relevant.

5.2. It is the Participant's sole responsibility to purchase and arrange this insurance. While the Company strongly urges every Participant to be insured, the Company cannot force the Participant to do so; the ultimate choice lies with the Participant. However, by choosing to forgo insurance, the Participant fully understands and agrees that they are personally liable for all costs arising from any injuries, medical treatment, evacuations, or other losses that could have been covered by insurance. The Company will not be responsible for such costs, and any assistance the Company provides in an emergency will not be an assumption of liability. For the Participant's own financial and personal safety, obtaining insurance is in their best interest.

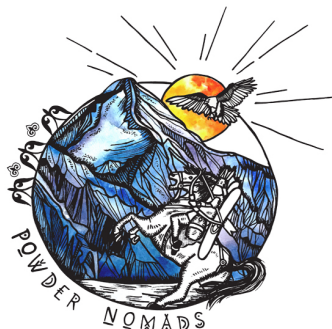
5.3. The Company may request that the Participant provide proof of insurance coverage and details (insurer name, policy number, emergency contact number of insurer) before the Tour or at the starting meeting. This is so that, in the event of an incident, the Company or guide can promptly contact the insurer to facilitate coverage for rescue or treatment. If requested, the Participant should furnish these details. If the Participant arrives without insurance, the Company may remind them of the risks but will not bar them from participation solely for lack of insurance (unless a particular Tour's regulation or third-party requirement demands it – for example, some expeditions might strictly require proof of insurance).

5.4. The Participant is advised to read their policy and ensure it covers: personal injury or death, medical expenses (hospitalization, medication), emergency evacuation (e.g., helicopter or ground evacuation costs, which in mountainous terrain can be very high), trip cancellation or curtailment (optional but recommended, to protect their tour investment if they must cancel for a covered reason), lost or delayed baggage/equipment (since the Participant is bringing personal gear), and personal liability (in case the Participant accidentally injures someone else or damages property). The Participant should pay particular attention that any activity-specific exclusions do not apply to the Tour activities. If needed, the Participant should purchase a policy endorsement for activities like off-piste skiing, horseback riding, or high-altitude trekking as applicable.

5.5. The Company does not provide insurance for Participants and the tour price does not include personal insurance. The Company's staff might have liability insurance for their operations, but that does not cover Participants' personal risks. In Central Asia (Kazakhstan, Kyrgyzstan), rescue services are often not free; hence insurance that can cover hiring of a private rescue team or helicopter is very important for mountain tours. The Participant acknowledges that the Company has strongly advised them to obtain insurance and any decision not to have insurance is fully the Participant's own decision and at their own risk.

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5.6. In case of an incident, the Company will assist the Participant in obtaining emergency medical assistance or evacuation (for example, by contacting rescue services, arranging transport to a hospital, etc.). The Participant (or their insurer) must bear the cost of such services. The Company will facilitate communication with the insurance provider if possible. If the Participant does not have insurance, they or their family will be responsible for all medical and evacuation costs. The Company cannot cover these costs on the Participant's behalf.

5.7. The Participant agrees that if any expense is incurred by the Company due to the Participant not having insurance (for instance, the Company pays upfront for a helicopter evacuation or medical bill in an urgent situation), the Participant will reimburse those costs to the Company in full. The Company will provide an itemized invoice of such expenses which the Participant (or their estate) must pay back within a reasonable time frame.

6. Participation of Minors

The adventures and tours offered by the Company are generally designed for adult participants. Minors (children under the age of 18) have special conditions for participation, as outlined below:

6.1. A minor may join a Tour only if they are accompanied by a parent or legal guardian, or by an adult who has written authority from the minor's parent/legal guardian. In practical terms, this means: a parent or legal guardian must be present on the tour with the minor, or the parent/legal guardian must designate another responsible adult (such as a family relative, family friend, or organized group leader) to accompany the minor. This designation should be in the form of a notarized letter of consent or power of attorney, granting permission for that adult to supervise the minor and make decisions on their behalf during the Tour.

6.2. The Participant (or the minor's parent/guardian) must inform the Company at the time of booking if any participant will be under 18. The Company's prior approval is required for any minor to join a Tour. Certain Tours, due to their nature and difficulty, may have minimum age restrictions or may not be deemed suitable for minors at all. The Company will evaluate on a case-by-case basis whether the specific Tour is appropriate for the minor's age and physical capability. The Company reserves the right to decline a minor's participation if the Tour involves risks deemed unacceptable for children or if no suitable supervision will be present.

6.3. The Company may require that the parent/guardian sign additional documents on behalf of the minor, such as a liability waiver or medical consent form for emergency treatment. The parent/guardian will also need to accept this Offer Agreement on behalf of the minor (since a minor cannot legally enter into the contract alone). By signing up a minor, the parent or authorized adult implicitly accepts all terms of this Offer Agreement for the minor's participation.

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6.4. The adult who accompanies the minor (parent, guardian, or authorized person) bears full responsibility for the minor throughout the Tour. This means the adult must ensure the minor follows all rules, is kept safe, and is under control. The accompanying adult must not leave the minor unattended or allow the minor to engage in risky behavior. Any liability arising from the minor's actions (or injuries to the minor) due to lack of supervision will fall on the accompanying adult, not on the Company. The accompanying adult effectively acts as the minor's guardian during the tour in all respects and must assume responsibility accordingly.

6.5. The parent/guardian should ensure that the minor also meets the required fitness and skill level for the Tour (just as an adult would). If special accommodations or a slower pace are needed for the minor, this should be discussed with the Company beforehand to see if it's feasible. The minor is expected to follow the same safety instructions and rules as adult participants. The accompanying adult must ensure that the minor understands and abides by the guide's instructions. If a minor repeatedly disobeys rules or poses a danger to themselves or others, the Company reserves the right to take appropriate action, which could include ending the minor's participation early (in coordination with the guardian). The guardian should especially monitor minors with regard to hazards (such as staying away from cliff edges, not wandering off alone, etc.) as instructed by the guide.

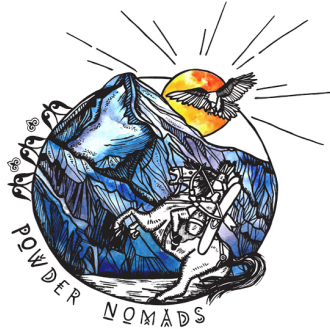
6.6. Some high-risk activities (e.g., technical climbing, deep powder skiing, etc.) may not be open to minors even with a guardian, depending on the Company's policy or insurance limitations. The Company will clarify in the tour description or during booking if a given activity has an age limit. For example, it might be stated that "Participants must be 16+ for this ski tour" or "Minors under 14 not allowed on horseback treks above X altitude". These restrictions, if any, must be respected. If a minor is brought to the tour contrary to stated age restrictions, the Company has the right to refuse their participation and treat it as a cancellation.

6.7. If the Tour crosses international borders or involves travel checkpoints, the accompanying adult must carry the minor's passport and any required documents (visa if applicable, or parental consent letter if the accompanying adult is not a parent). Border authorities in Kazakhstan or Kyrgyzstan (and elsewhere) may ask for proof that the non-parent accompanying adult has permission to travel with the child. The Company is not responsible if travel is denied due to missing documentation for the minor.

6.8. The parent/guardian should consider the minor's health and any extra precautions needed (for instance, altitude sickness tends to affect children similarly to adults; long physical days can be harder on kids, etc.). It's advisable to have medical insurance covering the minor (the same recommendations apply as in the Insurance section) and to pack any child-specific medication the minor might need. The guardian should inform the Company of any medical or behavioral conditions of the minor relevant to the tour.

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6.9. The parent or legal guardian will likely be required to sign the liability release on behalf of the minor. Essentially, by allowing the minor to participate, the parent/guardian agrees to assume all risk on the child's behalf and releases the Company from liability to the extent permitted by law, just as an adult Participant would release liability for themselves.

10. Liability and Assumption of Risk

10.1. The Participant acknowledges that the tours offered by the Company involve hazardous and potentially dangerous activities. By their very nature, activities such as high-altitude trekking, mountaineering, backcountry skiing/snowboarding, horseback riding, off-road vehicle travel, and other adventure sports carry inherent risks that cannot be entirely eliminated. These risks include, but are not limited to: personal injury, property damage, illness, accidents or falls, altitude sickness, dehydration, hypothermia or heatstroke, encounters with wild animals, insect or snake bites, avalanche or rockfall, sudden weather changes (extreme cold, storms, lightning), difficulties or delays in transportation, and lack of immediate medical facilities. The Participant voluntarily and knowingly assumes all risks of injury, death, or property damage associated with the planned Tour. The Participant's decision to partake in the Tour serves as confirmation that they understand the scope of these risks and accept them.

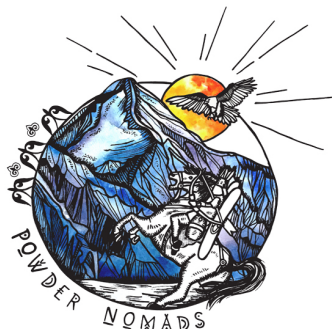
10.2. To the fullest extent permitted by law, the Participant agrees that the Company shall not be liable for any harm (including injury or death) to the Participant or their property that occurs as a result of these inherent risks or the Participant's participation in adventurous activities. The Participant essentially takes responsibility for their own safety to the extent that the risk is inherent in the activity. For example, if an unforeseen avalanche occurs or a horse is spooked despite proper precautions, the Participant cannot hold the Company at fault for resulting injuries, provided the Company was not grossly negligent and followed standard safety procedures.

10.3. The Company and its guides will exercise a reasonable standard of care to minimize risks (through route planning, safety briefings, use of proper equipment, etc.), but they cannot guarantee absolute safety. By accepting this Agreement, the Participant acknowledges that even with all precautions, accidents and incidents can happen. The Participant confirms that they are willing to accept this and proceed.

10.4. In any event, if the Company is found liable for any claim arising out of this Agreement or the Participant's involvement in a Tour (whether in contract, tort, or otherwise), the extent of the Company's liability is limited. The Company shall not be liable for losses caused by the Participant's own actions or omissions, nor for losses caused by third parties that are not under the Company's direct control.

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The Company is not responsible for any injury, loss, or damage suffered by the Participant due to the Participant's own negligence or failure to follow instructions. If the Participant deviates from the guide's instructions, goes off on their own against advice, or handles equipment carelessly, the resulting consequences are entirely the Participant's responsibility. For instance, if a Participant decides to ski a slope that the guide marked as off-limits and gets injured, the Company is not liable.

The Company is not liable for any third-party services that are outside its direct provision, even if arranged by the Company as part of the Tour. This includes services like hotel accommodations, restaurant meals, transport by a third-party driver or airline, or activities provided by a partner company. While such services may be included in the package and the Company will choose reputable partners, the ultimate responsibility lies with those third parties. For example, if a hotel's facilities cause injury (like a slip in a hotel shower) or a transfer vehicle gets into an accident due to the driver's fault, any claims should be directed to the third party. The Company will assist the Participant in contacting or liaising with the third party if needed, but the Company itself will not be the guarantor of those third parties' performance.

The Company is not liable for the actions of local authorities or governmental organizations that may impact the Participant. For instance, if border guards or park rangers take actions that affect the tour (like denying entry, or evacuating areas due to risk, or imposing fines because of Participant's actions), the Company cannot be held responsible for those interventions. Similarly, if the Participant is fined or penalized by a government for something (e.g. visa issues, customs violations, or environmental infractions caused by the Participant), that is outside the Company's responsibility; in fact, the Participant would be responsible for any such fines.

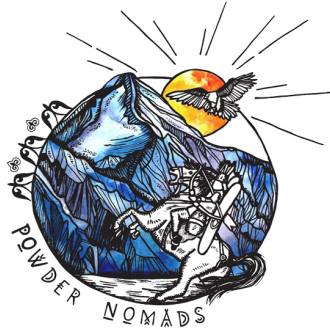
10.5. The Company shall not be considered in breach of this Agreement or liable for any loss resulting from force majeure events or other circumstances beyond the Company's control. This includes natural disasters (earthquakes, landslides, floods), extreme weather events, epidemics/pandemics, political or civil disturbances (war, riots, strikes), government orders (travel bans, border closures), or any other unforeseeable events that prevent the safe or planned execution of the Tour. In such cases, the Company will do its best to either modify the itinerary or terminate the tour safely and will follow the provisions in the Cancellation/Changes section for refunds if applicable, but it will not be additionally liable for damages or compensation for the disappointment or other costs incurred due to such events.

10.6. The Company is not liable for indirect losses such as lost profits, lost business, emotional distress, or other consequential or incidental damages. For example, if a Participant's trip is cut short, the Company is not liable for the Participant's unused vacation days from work or other opportunity costs. Some jurisdictions do not allow full exclusion of such damages, but the Participant agrees that the Company's liability will be minimized to the extent allowed.

10.7. If the Participant causes damage to any property or equipment (belonging to the Company or third parties) or injures another person (another tourist, guide, or anyone) through negligence or

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intentional act, the Participant must compensate the affected party for those damages. The Company may facilitate this compensation but the responsibility lies with the Participant.

If the Participant causes the Company to incur costs or fines (for instance, the Participant's actions lead to a fine from park authorities that the Company pays, or the Participant requires evacuation that the Company pays for initially), the Participant agrees to indemnify the Company for all such costs. The Participant will reimburse the Company upon request for any such expenses. The Company may use the Participant's booking information to charge any unpaid expenses to the Participant after the trip if necessary (though typically, this would be handled through communication).

10.8. If a Participant's behavior is deemed by the Guide to be significantly dangerous, disruptive, or in violation of this Agreement (for example, refusing to follow safety instructions, harassing others, or committing an illegal act), the Guide has the authority to remove that Participant from the group. In such an event the Participant will not be entitled to any refund for the unused portion of the tour (it will be considered a forfeiture due to misconduct).

The Participant will be responsible for any additional costs to return home or catch up with the itinerary (if allowed).

The Company will have no further obligation to the Participant once expelled, other than to ensure they are safely able to leave the environment (e.g. dropped at nearest town).

10.9. The Participant understands that the Company cannot guarantee weather conditions, snow conditions, animal sightings, summit success, or other contingent elements. No refunds or discounts will be given for not achieving any specific result (like "no powder snow", or "didn't reach the peak due to weather") as these are outside the Company's control and are an accepted part of adventure travel. The Company will make decisions in the interest of safety and quality (for example, turning back from a summit attempt if weather deteriorates), and the Participant agrees that such decisions are within the Company's discretion and do not constitute a breach of contract.

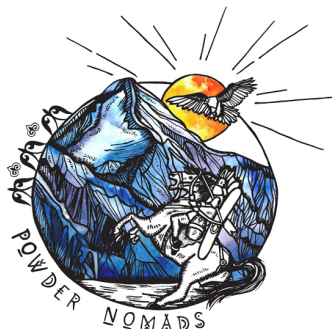
10.10. If the Participant has a complaint about the Tour services, they should ideally raise it immediately with the Guide or Company so that it can potentially be resolved on the spot. If a resolution cannot be found, and the Participant believes the Company did not fulfill its obligations, the Participant can submit a formal claim or complaint in writing to the Company within a reasonable time after the tour (within 5-10 days). The Company will review and respond within a set time (10 working days). Both Parties agree to try to resolve any such claim amicably. If part of the services was not provided as agreed and the Participant did not accept an alternative solution that was offered, the Company's liability (if any) will be assessed in line with the limitations above.

11. Cancellation, Changes and Refund Policy. Participant's Right to Cancel

The Participant has the right to cancel their participation in a Tour at any time before the tour begins. However, because the Company incurs expenses and commitment of resources in advance,

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cancellations by the Participant are subject to the following refund policy (unless otherwise specified for a particular Tour):

11.1. Cancellation more than 30 days before the scheduled tour start date: The Participant is entitled to a refund of any payments made, minus actual costs already incurred by the Company. Actual costs might include things such as permit fees, hotel or transport bookings that are non-refundable, bank transfer fees, or other expenditures the Company made specifically for the Participant's tour. The Company will provide documentation of such costs upon request. In most cases, a cancellation made this far in advance will allow a full or near-full refund; the only deductions would be the minimal unrecoverable expenses.

11.2. Cancellation between 10 and 30 days before the tour start date: The Participant is entitled to a 50% refund of the total tour price paid. In other words, the Company will retain 50% of the tour price as a late cancellation fee, and return the remaining 50% to the Participant. This acknowledges that close to the departure date, the Company may have committed significant arrangements or might not be able to fill the Participant's spot.

11.3. Cancellation less than 10 days before the tour start date (including any last-minute cancellation the day of departure or a "no-show"): No refund will be issued – 100% of the tour price is forfeit. At this stage, the Company is unable to recoup most costs and likely cannot replace the Participant. Even if the Participant has not yet paid the full amount (e.g., they only paid a deposit), the Company reserves the right to collect the remaining balance, since the Participant's late cancellation is a breach occurring after acceptance of the contract.

11.4. If the Participant begins the tour but then decides to leave or quit early for personal reasons, or if the Participant is removed from the tour due to violating this Agreement, no refund will be given for the unused portion of the tour. Once the tour has commenced, the full price paid is considered earned by the Company. This is because the costs of operation have already been allocated and the spot was taken by the Participant for the duration. For example, if on a 5-day trek a Participant leaves after 2 days by choice, they cannot claim a refund for the remaining 3 days.

11.5. To cancel, the Participant should notify the Company in writing (via email or official messenger) as soon as the decision is made. The date the Company receives the cancellation notice is the effective date for determining applicable refunds. It is highly recommended to send a formal email for record-keeping. The Company will acknowledge the cancellation and confirm the effective date and any refund due. If the Participant does not receive acknowledgment within 48 hours, it is advised to follow up to ensure the cancellation notice was received.

11.6. If the Participant must cancel due to extraordinary circumstances beyond their control (e.g., sudden serious illness or injury, death in the family, natural disaster at home, etc.), the Company may

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be more lenient with the refund policy on a case-by-case compassionate basis. This is not guaranteed and will be at Company's discretion. The Company might request documentation (like a medical note) for verification. In such cases, the Company could for example refund more than the above policy or offer full credit for rebooking later. Travel insurance often covers these events; the Participant is expected to claim on insurance if possible rather than rely on Company waivers.

12. Company's Right to Cancel or Modify the Tour

While the Company aims to run all tours as scheduled, it reserves the right to cancel or significantly alter a Tour under certain circumstances:

12.1. Some tours require a minimum number of participants (it will be stated if so). If that minimum is not met, the Company may cancel the tour. The Company will try to inform the Participant of such cancellation well in advance. In this case, the Participant will receive a full refund of any amount they have paid to the Company for that tour. Alternatively, if the Participant agrees, the Company can transfer the booking to another equivalent tour or date. No further compensation is owed to the Participant in case of cancellation for group size, as long as the Participant is fully refunded.

12.2. If, prior to departure or during the tour, unforeseen events occur that make the Tour unsafe or impossible to continue, the Company has the right to cancel or terminate the Tour. Events include but are not limited to: extreme weather (blizzard, severe storm, etc.), natural disasters (earthquake, landslide), political unrest, epidemic outbreak, sudden closure of borders or parks, or any official advisories that significantly impact safety. In such cases, the Company may cancel the tour on short notice for the safety of Participants.

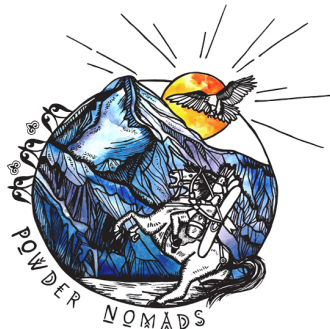
If cancellation occurs before the tour starts due to such events, the Company will refund Participants a full refund minus minimal costs. If the Company has incurred some costs that cannot be recovered (like prepaid permits or one night of hotel), it will be transparent about those and might deduct them, but the aim is to return most funds or offer credit for a postponed tour.

If a tour is terminated mid-way due to such circumstances (for example, on day 3 of a 6-day trek a natural disaster forces evacuation and cancellation of remainder), the Company will not charge Participants for any days not utilized and will attempt a pro-rata refund of the unfulfilled portion if funds remain after covering expenses. However, fixed costs already expended (like transportation or guiding fees) may limit what can be refunded. The Company will act fairly in these situations. If the situation allows, the Company might also offer vouchers for a redo of the missed portion in the future instead of cash.

It is understood by Participants that force majeure is not the Company's fault and thus the Company is not liable for additional compensation beyond what is described. The Company will work according to the principle of no profit, no loss in such events – meaning it doesn't profit from a forced cancellation, but also tries not to suffer undue loss.

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12.3. The Company reserves the right to make minor changes to the tour itinerary or services before or during the tour as needed, without reducing the overall value or enjoyment of the trip. Minor changes could include altering the sequence of activities, substituting an included meal for a similar one, using an alternate accommodation of comparable standard if the listed one becomes unavailable, taking a different but equivalent route, etc. These minor changes will not result in any refund or compensation, as they are considered part of the nature of adventure travel (flexibility is sometimes required). The Company will strive to ensure any substitutions are of equal or greater quality (for instance, if a hotel is changed, it will be to a hotel of similar category).

If a significant change needs to be made before departure (such as a change of the start or end point, a different region entirely, or date change), the Company will inform the Participant as soon as possible. In such a scenario, the Participant can choose to accept the change or treat it as a cancellation by the Company. For example, if political issues force a tour in Kyrgyzstan to be rerouted to Kazakhstan, that's a significant change; Participants unwilling to accept it would get a refund. If they do accept, then the Agreement covers the tour in the new form.

During the tour, if an element cannot be provided as planned (say a campsite is closed or a road is blocked), the Company will provide an alternative solution when possible. If alternative services are provided and accepted by the Participant, it's agreed that the contract is fulfilled (no refund for difference in cost if any, as long as the alternative is reasonably equivalent). If the Participant unreasonably refuses a viable alternative that is offered, and insists on leaving the tour, it will be considered a voluntary termination by the Participant, and normal cancellation/no-show rules apply. The Company will not be responsible for any additional costs if the Participant refuses alternatives that other group members are willing to take.

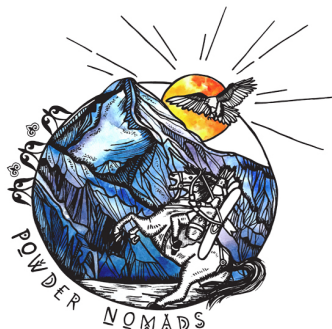
12.4. The Company reserves the right to replace the named tour leader/guide with another qualified guide in cases of illness, scheduling conflicts, or other reasons. A change in guide is not considered a significant change to the Tour as long as the replacement guide has similar qualifications.

12.5. If the Participant fails to pay the tour fee on time or fails to fulfill a critical obligation (like not obtaining a visa in time, or not showing up at the meeting point), the Company may cancel the Participant's tour booking. This would typically be treated similarly to a cancellation by the Participant. The Company will refund any portion paid that is refundable as per the schedule and is entitled to retain or claim any cancellation fee accordingly. Essentially, the Company canceling due to Participant's breach (like non-payment or no-show) is not a "free" cancellation – it's equivalent to Participant cancellation in terms of fees.

12.6. When a refund is due as per the above cancellation terms, the Company will process it as promptly as possible. Refunds will be made in the same currency and method as the original payment. Any bank fees for sending the refund will be borne by the Participant. The Company will provide confirmation once the refund is executed.

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12.7. If the Participant is unable to start or continue the tour due to personal emergency (e.g., missed flight, illness during trip), the Company will assist in whatever way feasible (like helping arrange transport back or rejoining the group later) but cannot guarantee any refund for missed portions.

12.8. If the Participant feels they are owed a refund or compensation for any reason not covered explicitly above (for example, dissatisfaction with an aspect of the tour), they should document this in a written complaint to the Company after the tour. The Company will address such complaints on a case-by-case basis, but the default position will be to refer to this Agreement's terms. Any goodwill gestures or credits offered will be at the Company's discretion and do not set a precedent for future cases.

13. Governing Law and Dispute Resolution

13.1. This Offer Agreement and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan. It is acknowledged that the Company is an enterprise registered in Kazakhstan and operates under Kazakh jurisdiction. The Participant's consumer rights under Kazakhstan law (and any other law that is mandatorily applicable) are not limited by this Agreement except to the extent lawfully permissible and explicitly stated.

13.2. In the event of any disagreement, claim, or complaint arising out of this Agreement or the provision of Services, the Parties agree to first attempt to resolve the issue through good-faith negotiations. The Participant is encouraged to communicate any issues to the Company as soon as they arise. The Company likewise will approach any disputes with a mindset to resolve amicably. Both Parties shall make all reasonable efforts to settle disputes by discussions and mutual agreement within a reasonable time. The Participant can escalate the issue to a written complaint if not already, and the Company will respond in writing.

13.3. If it becomes necessary to resort to litigation or formal legal proceedings, such proceedings shall be brought in the courts of the Republic of Kazakhstan. Jurisdiction is generally agreed to lie with the courts of the city/region where the Company is registered (currently Almaty City, Kazakhstan), unless Kazakh law provides a specific right for the consumer (Participant) to sue in a different venue. By entering this Agreement, the Participant submits to the jurisdiction of Kazakhstan courts for the purpose of resolving any disputes. The Company does not foresee disputes requiring foreign court involvement, as this is a domestic contract under Kazakh law, even if the Participant is from abroad.

13.4. This Offer Agreement (along with any referenced documents like the Tour Program and any written addenda) constitutes the entire understanding between the Parties regarding the subject matter. It supersedes all prior agreements, representations, or discussions (whether oral or written) related to the Tour. The Participant confirms that in entering this Agreement, they have not relied on any representation or assurance that isn't included herein.

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Acceptance of Offer and Final Provisions

By proceeding with a booking and payment, the Participant accepts this Offer Agreement in full, without any alteration. The Participant's acceptance signifies that they agree to adhere to all the provisions herein, as well as any rules and policies the Company has made part of this Agreement (e.g., safety rules, privacy policy by reference, etc.). This Agreement becomes effective between the Company and the Participant from the moment of the Participant's Acceptance (as defined above) and remains in effect until the completion of the Tour and settlement of all obligations (such as payment of fees, resolution of claims).

The Participant confirms that prior to accepting, they had the opportunity to read and understand this Agreement, and to ask any questions or seek clarification from the Company. By accepting, the Participant also confirms that they consider themselves adequately informed about the Tour and the terms of service.

In entering this Agreement, the Participant is not relying on any promises, statements, or representations that are not expressly stated in this document. Any promotional materials or statements by staff are for information purposes but the contract terms are solely those in this Agreement and documented itinerary details.

If the Company has a separate Privacy Policy regarding the handling of personal data, that policy is considered incorporated by reference. Generally, the Participant consents that the Company can use their personal data for the purposes of performing this Agreement (organizing the tour) and for other purposes consistent with the Participant's requests (like receiving newsletters if they signed up). The Company will protect personal data according to local laws.

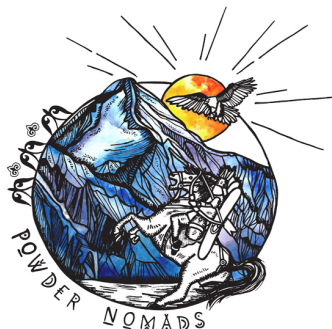
After completion of the Tour, any feedback the Participant provides (by reviews, surveys, etc.) can be used by the Company to improve services or in marketing (unless the Participant clearly requests it to be confidential). The Participant agrees that any photographs or video where they are recognizable that were taken during the Tour may be fairly used by the Company as described in the Company's rights section (unless they revoke consent in writing).

This Agreement is made in an electronic form. The Participant agrees that this electronic form is valid and enforceable. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent as other business documents and records originally generated and maintained in printed form.

By accepting this public offer, I, the Participant, acknowledge that I have read this Offer Agreement (Powder Nomads Terms and Conditions) carefully, I understand its contents, and I agree to all the terms and conditions. I understand that this is a legally binding contract and that by accepting it I am affecting my legal rights (particularly by acknowledging risk and limiting the liability of Powder Nomads). I accept these terms freely and voluntarily, and I intend by accepting to completely and unconditionally release Powder Nomads (within the limits of the law) from all liability in connection with my participation, and to assume all such risks myself.

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This Offer Agreement is effective as of the date it is published/updated on the Company's website.

By booking a tour with Powder Nomads, you indicate your agreement to this Offer Agreement. Happy adventuring, and we look forward to providing you with an unforgettable and safe experience in the mountains!