

CHAMONIX VERTICAL USAGE TERMS AND CONDITIONS

What is Chamonix Vertical?

Chamonix Vertical is a platform which allows users (clients) to find Mountain Guides who will offer them the opportunity to discover Mountain Activities.

Chamonix Vertical allows you to easily contact experienced Mountain Guides and book your projects in just one click.

Our Mountain Guides are all highly skilled professionals who will know how to help you safely discover mountain adventures.

By continuing to browse our website you accept without reservation the following Terms and Conditions.

Legal information:

Business Details

Http://www.chamonixvertical.com/est edited by Gloria Baselga Pascual.

SIRET: 832 233 16700010

Business address: Chamonix Vertical SARL. 34 Allée des Bréventines, Chalet 30. 74310, Les Houches.

Email: chamonixvertical@gmail.com

Director: Gloria BASELGA PASCUAL

Booking Procedure:

Chamonix Vertical is a service which allows you to quickly contact mountain professionals.

Users book through the Platform, by filling the registration form. The User must choose the date and the location of the adventure they would like to undertake. Then, the Guide and the User will be able to get in touch in order to agree on the details of their meeting. Once a reservation is confirmed, the User is contractually bound to the Guide and will have to pay the full amount of the service.

To confirm the booking the 50% of the total price of the course or activity must be paid at the time of the booking after completing the booking form.

The full balance of the adventure has to be paid 8 weeks in advance of the course, unless another payment has been agreed

Cancellation terms:

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Should you need to cancel a reservation, you will be charged the following fees as a compensation, if you do so less than 45 days prior to your trip start date:

- **45 to 30 days prior to your trip start date: 25 % of the full price;**
- **30 to 16 days: 50 % of the full price;**
- **Within 15 days prior to the trip start date: 100% of the full price.**

Payment:

Payments will be made via wire transfer to the following account:

Chamonix Vertical SARL

R.I.B. 10228 02860 25123300200 72

IBAN FR76 1022 8028 6025 1233 0020 072

BIC LAYDFR2W

- All the payments will be made via wire transfer in euros €.

Insurance:

It is your responsibility to make sure that you have satisfactory insurance cover for all of the activities that will be undertaken. Chamonix Vertical recommends hiring an insurance which should cover helicopter rescue, repatriation and hospitalisation costs in case of an accident.

Mountain Risks:

- Mountaineering is a potentially dangerous sport.
- In all kind of mountain sports you are exposed to higher risks such as: avalanches, rock falls, crevasses, altitude problems and problems caused by extreme climatic conditions. Even if our international qualified mountain

guides will take the greatest precaution there is still an increased risk due to the adventurous character of the trips.

- It is necessary to prepare yourself physically and mentality for these outdoor activities. If you have any doubts of your health conditions don't hesitate to contact your GP.

- In some mountain areas rescue and medical attention can be more difficult to get.

-Very occasionally after taking a booking for a course we will have guides cancel or we will be unable to find a suitable guide who is available. In this event we will give the customer a 100% refund on our course fees but take no responsibility for any other fees that customers have incurred like flights, hotels or any other expenses relating to the trip out with our guiding fees.

- Mountaineering is highly subject to local weather and conditions. If your booked trip is not safe or practical due to such reasons every effort will be made to offer you the best suitable alternatives. Refunds won't be available.

- We try hard to get all the mountain huts according to the program but very occasionally huts are overbooked or are closed for extraordinary reasons; in this case we will try to find the best suitable alternative. No refunds are available.

- Our clients have to follow the safety instructions of their guides. If you ignore that you do it at your own risk and the guide can refuse to continue guiding.

- The legal contract for the supply of guiding is between the guide and the client.

Chamonix Vertical Legal Disclaimer:

Chamonix Vertical is a Platform which helps Guides and Clients to get in touch. The Platform is considered a third party in terms of the contract agreed by the parties and it is not involved in it in any way.

Chamonix Vertical ensures its impartiality in choosing the Guides. The selection will be made considering the Client's criteria and Chamonix Vertical does not favour any of them.
Chamonix Vertical is external to the contract agreed by the Client and the Guide. Therefore, in case of a breach in the contract between the Parties, Chamonix Vertical has no contractual obligation.

Chamonix Vertical is a content hosting provider and acts as a shared economy platform.

Therefore, Chamonix Vertical will not be held liable in case of misleading guide sheets, non-compliant services or goods, accidents occurred during the activity, or any other contract litigation that may arise between the parties.

Chamonix Vertical shall have no obligation, liability or control whatsoever over the relationship created between the Guide and the Clients.

In the event of an infraction of the applicable laws, Chamonix Vertical shall not be held responsible as a third party in the contract.

The fact that a Guide Sheet appears on the platform does not mean it has been submitted to a verification process. Consequently, Chamonix Vertical disclaims any liability for illegal, unlawful content, third party right infringement or if the content of the Guide Sheets is unethical, misleading or inaccurate.

Chamonix Vertical is not a recruitment agency, or a temporary employment agency or an employer: The Guides remain free and independent, there is no superior-subordinate relationship between them and the Platform. Chamonix Vertical has no results-based obligation towards the Guides. These terms and conditions do not constitute a business contribution agreement.

Chamonix Vertical has no tortious or contractual liability for any commercial loss suffered by the Guides (income, benefit, performance, opportunities, visibility or reputation losses or business downtime) arising directly or indirectly from:

- technical difficulties experienced by the Platform that make it temporarily difficult or impossible to use;
- a Platform user's rejection of a quotation ;
- the compliance of the services, Chamonix Vertical does not conduct pre-publication checks of the quality, safety or lawfulness of the services offered and listed, or of the authenticity and accuracy of the Guide sheets posted online.
- the permanent cessation of the Chamonix Vertical business.

Consequently, we encourage Users to be cautious and remain vigilant when using the site and especially not to agree to a money transfer before the end of the contract.

Data collection:

Personal information that may be collected on the site is mainly used by the editor in order to manage the relationship with you and to manage your

orders when necessary. This information is recorded in the editor's clients database, which is thus built from personal details. This database has been declared to the French data protection commission (CNIL).

In compliance with the provisions of the French Data Protection Act no. 78-17 of 6 January 1978, relating to Information Technology, Files and Civil Liberties, you can obtain access to, inquiry, rectification or deletion of the information that may concern you at any time, by contacting the editor, through the "Contact us" section of the site or emailing directly to: contact@chamonixvertical.com.

For security reasons, and in order to prevent unauthorized requests, you will need to send proof of identity along with your request. That proof will be destroyed once the request is processed.

The collected data may be disclosed to third parties, contractually bound to the editor, in order to perform outsourced tasks, for purposes related to the management of your account, without requiring your authorization. In the event of a serious violation of the laws or regulations, this information may be disclosed at the express, justified request of judicial authorities.

If certain information is required to access specific site features, this will be indicated by the editor when the data is being entered.

In case you access personal data while browsing through the site, you must refrain from any collection, unauthorized use or other actions that could constitute an infringement of privacy rights or injury to reputation. The editor declines any responsibility in this respect.

Rating system

The Mountain Guides who offer their services through the Platform will be assigned a score, individually, according to their performance.

Only those who have effectively called them in order to engage their services will be able to assign them a score.

The scoring criteria are the following: The Guide's knowledge, the quality of his/her advice and his/her politeness.

The score will be assigned to each of the guides individually. If several Mountain Guides work for a company registered on the site, the average of their score will be displayed on the site.

Therefore, the Company will be able to get to know its employees' weaknesses and strengths and improve their performance.

Data portability

All the scores and data concerning a Guide may be recovered by him/her in order to transfer this information to another platform with the same purpose as Chamonix Vertical, or to the account of another company

member of the platform.

If a participant leaves a company, their score will be used to adjust the average of the company they will join and will not be considered for the calculation of the average score of the company they leave.

Purpose and transparency

The sole purpose of the scoring system is to improve the Mountain Guides performances by using the reviews submitted.

Retention period for collected data

After you unsubscribe from the Platform, all your data is kept for a period of 3 years. It may be erased at any time on simple request.