

TERMS AND CONDITIONS

Last Updated: August 15, 2026

These terms and conditions ("Terms and Conditions") govern the relationship between Juan Pelaez Barboza d/b/a Atelier Andara ("Atelier Andara" and/or "us/our") and you, the purchaser and/or traveler ("Client" and "you/your"). By engaging Atelier Andara for travel planning services, you agree to be bound by these terms and acknowledge that Atelier Andara provides travel research, planning, and concierge services only. We are a travel advisor and intermediary, and are not a licensed tour operator, or the source or provider of any travel services. All travel services are provided directly by independent third-party suppliers including tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, insurance carriers, and other independent contractors ("Supplier(s)").

Please read these terms carefully as they describe the scope of our services and clarify the responsibilities of each party.

USE OF ATELIER ANDARA SERVICES

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to engage Atelier Andara for travel planning services. You agree to be financially responsible for all travel bookings made on behalf of yourself and any member of your traveling party and warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only request legitimate reservations or purchases through Atelier Andara and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

All bookings are made either directly by the Client or by Atelier Andara on the Client's behalf as a concierge service. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree to abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

PAYMENTS AND CANCELLATIONS

Client is solely responsible for all charges, fees, duties, taxes, and assessments arising out of their travel bookings. By submitting a credit card authorization to Atelier Andara, Client authorizes Atelier Andara to use their payment method to purchase travel products from Suppliers on their behalf. All travel payments are governed by each Supplier's terms and conditions.

Client agrees not to initiate a chargeback or payment dispute with their card issuer for Planning Fees once work has commenced. Planning Fees are non-refundable as outlined in this Agreement.

All cancellation or change requests must be submitted to Atelier Andara in writing so we can coordinate on your behalf. Supplier cancellation penalties apply directly to Client.

PLANNING FEES AND SERVICE TERMS

Atelier Andara charges planning and service fees ("Planning Fees") that are separate from and in addition to any costs associated with travel bookings, supplier payments, or third-party services. Planning Fees are due as outlined in the service agreement or proposal provided to Client at the time of engagement. Planning Fees are non-refundable once paid, regardless of whether Client proceeds with any travel booking, cancels travel plans, or terminates engagement with Atelier Andara for any reason.

Atelier Andara reserves the right to pause or discontinue planning services in the event that Client fails to make timely payment of any Planning Fees. Any work product, itineraries, research, or recommendations provided prior to discontinuation of services remain the intellectual property of Atelier Andara and Client shall have no right to use such materials without full payment.

Atelier Andara's Planning Fees compensate solely for planning, research, and concierge services rendered and do not guarantee any particular travel outcome, supplier availability, pricing, or experience.

Client acknowledges that the scope of services is defined at the time of engagement. Requests for additional destinations, significant itinerary changes, or services beyond the originally agreed scope may require additional Planning Fees at Atelier Andara's discretion. Any such additional fees will be communicated to Client in advance of the additional work being performed.

INTELLECTUAL PROPERTY

All itineraries, travel plans, research, recommendations, and other deliverables created by Atelier Andara ("Materials") are the sole and exclusive intellectual property of Atelier Andara. Client is granted a limited, personal, non-transferable license to use the Materials solely for Client's own travel purposes. Client may not reproduce, distribute, resell, share, publish, or otherwise use the Materials for any commercial purpose or on behalf of any third party without the prior written consent of Atelier Andara. This restriction survives termination of the Client relationship.

TRAVEL DOCUMENTS AND REGULATIONS

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. The name, date of birth and gender that appears on the identification card must exactly match the same data that is listed on airline ticket(s) and booking records. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss flight(s), and subsequent scheduled travel bookings on cruises and tours.

WHEN YOU RECEIVE ANY AND ALL TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND VERIFY ALL INFORMATION FOR ACCURACY. CONTACT ATELIER ANDARA IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED.

Atelier Andara strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation. Client is responsible to make Atelier Andara aware when traveling on a passport from a country other than the United States of America.

Atelier Andara neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, Atelier Andara is not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis. Client is solely responsible for researching entry and exit requirements for all destinations on their itinerary, including any countries transited through during travel.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

HEALTH/IMMUNIZATIONS

You must have the proper immunizations and health screenings and required documentation of such before travel. Atelier Andara shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation.

Health and vaccination requirements can change rapidly and without notice. Client is solely responsible for staying informed of current requirements for all destinations on their itinerary up to and including the date of departure.

AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN

Your airline ticket is a contract between you and the air carrier. Atelier Andara does not have the right to control the operations of independent airlines and is not liable for any personal injury or property damage related to air travel, including but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

Where Atelier Andara purchases airline tickets on Client's behalf using an authorized payment method, Atelier Andara acts solely as a concierge and any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline.

Atelier Andara shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). Atelier Andara has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and Atelier Andara has no control over airline seat assignments. Most airlines charge a fee to pre-book a seat.

RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives and Supplier promotions are subject to availability and may change without notice. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares

and additional late booking fees. Atelier Andara reserves the right to correct any errors in quoted Planning Fees prior to the execution of a service agreement.

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Atelier Andara is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

UNUSED ARRANGEMENTS, MINIMUM PASSENGER REQUIREMENTS AND ALTERATIONS TO BOOKINGS

When tour, cruise or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Atelier Andara.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Atelier Andara bears no responsibility for any changes.

Client acknowledges that requests for changes to confirmed arrangements may require additional planning time and may be subject to additional Planning Fees at Atelier Andara's discretion.

LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Atelier Andara provides travel research, planning, and concierge services only and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of Atelier Andara. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

BECAUSE ATELIER ANDARA PROVIDES PLANNING AND CONCIERGE SERVICES ONLY AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF ANY INDEPENDENT SUPPLIERS, YOU AGREE THAT ATELIER ANDARA IS NOT LIABLE FOR ANY PERSONAL

INJURY OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF THOSE SERVICES. ATELIER ANDARA HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SUPPLIER, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING WITHOUT LIMITATION THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF ATELIER ANDARA'S CONTROL, AND YOU HEREBY EXONERATE ATELIER ANDARA FROM ANY LIABILITY WITH RESPECT TO THE SAME.

ANY RECOVERY FROM ATELIER ANDARA SHALL BE LIMITED TO THE AMOUNT OF PLANNING AND SERVICE FEES ACTUALLY PAID BY CLIENT TO ATELIER ANDARA.

This limitation applies to any and all claims, disputes, or causes of action arising out of or related to Atelier Andara's services, regardless of the form of the action.

RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. Atelier Andara urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations.

BY RECOMMENDING TRAVEL TO PARTICULAR DESTINATIONS, ATELIER ANDARA DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

In the event of emergent health or safety concerns, Atelier Andara shall have the sole and absolute discretion whether to proceed with any planning or logistical support for an upcoming trip, or to make alterations to the itinerary. In such cases, Planning Fees already paid to Atelier Andara are non-refundable for work already performed.

FORCE MAJEURE

Atelier Andara will not be in breach of these terms and conditions or otherwise be liable to you for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Atelier Andara. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of Atelier Andara's Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although Atelier Andara shall use its reasonable efforts to secure reimbursement for you where possible.

Planning Fees paid to Atelier Andara are non-refundable in the event of a Force Majeure occurrence, as such fees compensate for planning services already rendered.

TRAVEL INSURANCE

Atelier Andara strongly recommends that all Clients purchase travel insurance prior to departure. Travel insurance may protect against third party supplier default, delay, interruption, cancellation, medical emergency, evacuation, baggage loss, illness, and other unforeseen circumstances.

Where available, Atelier Andara may offer travel insurance products through authorized insurance providers. Any insurance policy purchased is a separate contract between Client and Supplier, and coverage is subject exclusively to the terms, conditions, exclusions, limitations, and claims procedures of that policy. Atelier Andara does not underwrite insurance, determine claims, or guarantee that any particular loss or circumstance will be covered. Client is solely responsible for reviewing the policy documents and obtaining appropriate coverage. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

CLIENT CONDUCT

Each participant in any trip planned by Atelier Andara is expected to act responsibly and adhere to all behavior guidelines established by Atelier Andara and our Suppliers. Atelier Andara reserves the right to discontinue planning and concierge services, and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book travel planned by Atelier Andara, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Atelier Andara or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting. Atelier Andara will make reasonable efforts to notify active Clients of material changes to these Terms and Conditions via email.

ELECTRONIC SIGNATURES AND ACCEPTANCE

Client agrees that electronic signatures, acknowledgments, and acceptances — whether via email, digital signature platform, checkbox, or any other electronic means — are intended to authenticate this Agreement and carry the same legal force and effect as a handwritten signature. Engagement of Atelier Andara's services, whether through execution of a service agreement, payment of a Planning Fee deposit, or written confirmation of engagement, constitutes Client's acceptance of these Terms and Conditions in their entirety.

GENERAL

The laws of the State of Massachusetts govern these Terms and Conditions. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and Atelier Andara with respect to travel planning services provided by Atelier Andara, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Atelier Andara. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.