TERMS & CONDITIONS OF SERVICE

Effective Date: 01 November 2026

IMPORTANT NOTICE – PLEASE READ CAREFULLY

These Terms & Conditions ("Terms") govern all bookings and contracts between you (the "Client") and the Company (as defined below) for Signature Safaris, Guided Safaris, Bespoke Safaris, and any related travel services. By paying a deposit or confirming a booking, the Client confirms that they have read and accepted these Terms in full (including clauses 9, 11, and 12).

1. DEFINITIONS

1.1. "Company" means, jointly and severally, (a) WildEarth Group Limited, a company registered in England and Wales under company number 12957638, with its registered office at c/o Newton Magnus Ltd, Unit 1 Arrowsmith Court, 10 Station Approach, Broadstone, Dorset, BH18 8AT, United Kingdom; and (b) WildEarth Travel Proprietary Limited, a private company registered in the Republic of South Africa under registration number 2025/720526/07, with its registered address at 16 Wessel Road, Rivonia, Johannesburg, Gauteng, 2191, South Africa.

1.2. References to "we", "us", or "our" mean the Company. Both entities are jointly and severally liable under these Terms. The UK entity primarily handles contracting, invoicing, and receipt of payments; the South African entity primarily coordinates operational and on-ground elements.

1.3. "Related Persons" means the directors, officers, employees, agents, representatives, guides, and contractors of either entity of the Company.

1.4. "Client" means the person who accepts and makes the booking and every traveller named on the booking (including any minors). The person making the booking (the lead booker) is liable for the full amount of the booking and represents and warrants that he or she is authorised to bind all travellers named on the booking (including anyone added or substituted later) to these Terms. It is the responsibility of the lead booker to ensure that all members of the party have read and accepted these Terms.

1.5. "Signature Safari" means a pre-planned, small-group safari departure with a fixed itinerary, typically but not always limited to a maximum of six (6) guests, and hosted by a dedicated professional WildEarth guide.

1.6. "Guided Safari" means any safari experience (group or private) that includes the services of a professional WildEarth guide for game drives, walks, or other activities. A Signature Safari is a type of Guided Safari.

1.7. “Bespoke Safari” means a fully customised itinerary designed specifically for the Client (or the Client’s private group), which may be private or small-group, and which may include or exclude a professional WildEarth guide as specified in the confirmation.

1.8. “Tour” means any Signature Safari, Guided Safari, Bespoke Safari, or any related accommodation, activities, transfers, or guiding services arranged by the Company.

1.9. “Suppliers” means independent third-party providers of lodges, camps, airlines, ground operators, vehicles, and other services. The Company does not own, operate, or control Suppliers.

2. NATURE OF SERVICES AND INDEPENDENT SUPPLIERS

2.1. The Company arranges safari and travel experiences. All lodges, camps, flights (including bush planes), transfers, and activities are provided by independent Suppliers. The Company and its Related Persons do not own, operate or control Suppliers and are not responsible for the acts, omissions, negligence, or insolvency of any Supplier. Clients enter into a direct relationship with each Supplier for the services that Supplier provides. The South African entity coordinates operational and on-ground elements; the UK entity handles contracting, invoicing, and receipt of payments.

3. BOOKINGS, DEPOSITS, AND PAYMENTS

3.1. A booking is confirmed and binding only once the required deposit or full payment has been received in cleared funds by the relevant invoicing entity and written confirmation has been issued by the Company.

3.2. If the Client is booking more than ninety (90) days in advance of the date of departure, a non-refundable deposit is required at the time of booking confirmation and the remaining balance is due ninety (90) days prior to the departure date. If the Client is booking within ninety (90) days of the departure date, full payment may be due at the time of booking confirmation.

3.3. If full payment is not received ninety (90) days prior to the departure date, the Company reserves the right to cancel the booking and apply the cancellation charges set out in clause 5, without further liability to the Client.

3.4. Provisional holds or provisional bookings do not create any obligation on the Company or any Supplier and may lapse automatically if not confirmed by payment within the applicable period.

3.5. Evidence of deposit payment must be provided within forty-eight (48) hours of provisional acceptance, failing which the place may be released.

3.6. Invoices will be issued in United States Dollars (USD) by default by WildEarth Group Limited (UK), or in South African Rands (ZAR) by WildEarth Travel Proprietary Limited (South Africa). Pricing in Great British Pounds (GBP) or Euros (EUR) may be quoted on request at the prevailing exchange rate.

3.7. Payments may be made by electronic funds transfer in USD, GBP, ZAR or EUR, or by credit card in USD, ZAR, or GBP via Stripe. Credit card payments will attract a three percent (3%) surcharge.

3.8. The Client is responsible for all bank charges so that the full invoiced amount is received. The Company is not responsible for delays in payment processing caused by the Client's bank, card issuer, payment-processor systems, fraud-detection holds or other circumstances beyond the Company's reasonable control. A booking is not confirmed until payment has been successfully processed and cleared. In the event of suspected fraud or unauthorised use of a payment method, the Company reserves the right to delay, refuse or reverse any transaction and to cancel any associated booking without liability.

4. PRICE ADJUSTMENTS

4.1. Prices are based on known costs at the time of confirmation. The Company may pass on documented increases in fuel costs, park fees, taxes, supplier costs or currency fluctuations that occur after confirmation, provided the increase is directly related and proportional to the underlying cost change and evidence is supplied on request. The Client's sole remedy in the event of an excess billing error is to obtain a refund for the excess amount charged, provided notice is given within 30 days of the invoice.

5. CANCELLATION BY CLIENT

5.1. Cancellation must be notified in writing and is effective from the date the Company receives the written notification. Upon cancellation (which includes failure to arrive when due, late arrival, failure to complete the Tour, and name changes), the following fees apply as a percentage of the total Tour price (subject always to any higher non-refundable amounts charged by Suppliers):

- More than ninety-one (91) days before departure: deposit only
- Between sixty-one (61) to ninety (90) days before departure: fifty percent (50%)
- Sixty (60) days or less before departure: one hundred percent (100%)

No refunds are given for unused services. If the reason for cancellation is covered under the terms of the Client's insurance policy, the Client may be able to reclaim these charges from the insurer. Certain exclusive properties or peak-season departures may impose stricter Supplier cancellation terms, which will be notified at the time of booking.

6. AMENDMENTS BY THE CLIENT

6.1. If the Client wishes to change the itinerary after a deposit has been paid, the Company will endeavour to accommodate the requested changes, provided written notification is given. Any change will result in the booking being re-priced at the rates in effect at the time of the change. Additional deposit or balance payments may be required and must be received before the change is confirmed.

7. CANCELLATION OR CHANGE(S) BY THE COMPANY

7.1. The Company may cancel a Tour (including for failure to reach minimum numbers on Signature or Guided Safaris) and will refund all monies paid, which constitutes the full extent of its liability, or offer an alternative of a comparable standard. The Company may substitute lodges, camps, guides, vehicles, or activities of comparable standard without liability. If a substitution results in an alternative that is of a materially lower standard or quality, or if the additional cost for the relevant line item exceeds the cost of that line item on the originally confirmed booking, the Client shall be entitled to cancel the booking and receive a refund of amounts already paid, less (i) the deposit and (ii) any additional costs to Suppliers in respect of which the Company is not able to obtain a refund, having made diligent efforts to do so. No refunds or claims (including for direct or consequential loss) will be accepted if accommodation or services become unavailable, provided a reasonable substitute is offered. Force majeure (as defined in clause 13) relieves the Company of performance without liability.

8. PRICE, INCLUSIONS, AND TRAVEL DOCUMENTS

8.1. Prices are per person sharing unless otherwise stated. Inclusions are those expressly stated in the final itinerary. Exclusions are all service items not expressly listed in the inclusions of the final itinerary and typically include international flights, visas, personal insurance, gratuities, and personal expenses. The Client is solely responsible for valid passports (minimum six months validity beyond the return date and with sufficient blank pages), visas, and all entry requirements. The Company accepts no liability for denied entry, boarding refusals, or additional costs arising from inadequate documentation.

9. MANDATORY TRAVEL INSURANCE

9.1. Comprehensive travel, medical, and evacuation insurance is compulsory for every traveller from the date of deposit until completion of the Tour. The Company has arranged preferred access to Gold Tier SATIBGo / Truli Africa travel insurance (underwritten by Lombard Insurance, distributed by SATIB Insurance Brokers). Clients are strongly recommended to travel with at least Gold tier cover (or an equivalent policy) providing

emergency medical, transport, evacuation and repatriation of at least USD 2,000,000 (Gold provides USD 5,000,000), plus personal liability, baggage, and safari activity cover. Optional Cancellation For Any Reason (CFAR) cover is available on Gold Buy-Up 2, subject to purchase within twenty-four (24) hours of first payment and cancellation no later than forty-eight (48) hours before departure. For particularly remote itineraries the Company may require proof of a higher minimum evacuation limit. The Client accepts that it is solely their responsibility to ensure they have the necessary travel insurance. The Company reserves the right to demand proof of insurance prior to allowing the Client to join a Tour. Failure to provide proof may result in refusal to allow participation with no refund.

10. FITNESS, SPECIAL NEEDS, MINORS, AND PREGNANCY

10.1. The Client warrants that every traveller is physically and medically fit for the itinerary and that travel will not endanger themselves or others. Any condition that may require a reasonable accommodation, special request, or special need must be disclosed to the Company at the time of booking so that the Company can determine whether the need can be met. The Company may require a certificate of fitness issued by a qualified medical professional and may refuse participation or arrange medical evacuation at the Client's sole expense if fitness is inadequate or adequate care cannot be provided on site. An adult Client accompanying a minor remains fully responsible for the supervision, safety, health and compliance of the minor and agrees to indemnify the Company and its Related Persons in respect of any claim arising from or involving the minor. Pregnancy restrictions may apply depending on the itinerary and Supplier requirements; a doctor's letter confirming fitness to travel may be required.

11. INHERENT RISKS, ASSUMPTION OF RISK, AND PUBLIC HEALTH

11.1. Safari travel involves inherent risks that cannot be eliminated. The Client acknowledges, is aware of, and voluntarily assumes all risks, including but not limited to:

- Encounters with wildlife (including potential injury or death) in fenced or unfenced areas
- Remote locations with limited or delayed medical facilities and evacuation
- Travel in open or 4×4 vehicles and light-aircraft (bush-plane) transfers
- Malaria, other tropical diseases, and exposure to infectious or communicable diseases (including COVID-19 and variants)
- Water hazards, poorly maintained roads, extreme weather, flooding and natural disasters

- Political instability, civil unrest, crime (including tourist-targeted crime), and terrorism

Offering travel to any destination does not mean the Company represents or warrants that travel to that destination is safe or advisable. Clients are solely responsible for reviewing current government travel advisories. The Client travels and participates entirely at their own risk.

The Client waives any and all claims of whatsoever cause or nature (including any form of negligence) against the Company and its Related Persons arising from the Tour. The Client agrees to indemnify, defend and hold harmless both entities of the Company and all Related Persons from any and all claims made by the Client, the Client's estate, family, dependents or travelling companions.

In addition to these Terms, and as a condition of participation, each traveller may be required to complete and accept (electronically or in writing) a separate Indemnity in the form prescribed by the Company from time to time. The separate document draws specific attention to the inherent risks of safari travel and confirms the Client's voluntary assumption of those risks, waiver of claims, and indemnity. Acceptance of the separate document is personal to each traveller and cannot be given by the lead booker on behalf of other travellers. Failure or refusal to accept the separate document may result in refusal of participation with no refund. The separate document forms part of the contract between the parties.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1. To the fullest extent permitted by law (including under the South African Consumer Protection Act and the laws of England and Wales), the Company (both entities) and its Related Persons (including directors, officers, employees, agents, guides, and contractors) shall have no liability for any loss, damage, injury, illness, delay, or death arising from: (a) the acts or omissions of independent Suppliers; (b) inherent risks of safari travel; (c) the Client's own acts or omissions; or (d) force majeure events. The Client irrevocably indemnifies and holds harmless both entities of the Company and all Related Persons against any claims brought by the Client, the Client's estate, family, or dependents. Subject always to non-excludable rights under applicable law, the Company's total aggregate liability in respect of any booking shall not exceed the amounts actually paid by the Client and received by the Company for that booking. Nothing in these Terms excludes or limits liability for death or personal injury caused by the Company's proven gross negligence or wilful misconduct where such exclusion is prohibited by applicable law, nor any non-excludable rights under mandatory consumer legislation (including the South African Consumer Protection Act 68 of 2008 and the UK Consumer Rights Act 2015).

13. FORCE MAJEURE

13.1. Force majeure means any event beyond the reasonable control of the Company or its Suppliers, including but not limited to acts of God, flood, drought, earthquake, epidemic or pandemic, terrorist attack, civil war, war, government action, strikes, industrial action, collapse of buildings, fire, explosion, mechanical breakdown, non-performance by suppliers, or interruption of utility services. The Company and its Related Persons are relieved of their obligations and shall not be liable for any failure or delay in performance, or for any loss or damage, caused by a force majeure event. Any resulting additional costs (including alternative accommodation, meals, or repatriation) are the Client's responsibility.

14. CHARGEBACKS AND COMPLAINTS

14.1. If the Client has a question about a charge on a credit or debit card statement, the Client agrees to contact the Company prior to initiating a chargeback or dispute with the card issuer. The Company retains the right to dispute any chargeback that it believes is improper and to recover all chargeback fees and administrative costs incurred if the chargeback is successfully disputed. The Company may cancel any booking in the event of a chargeback related to that booking. If a problem arises during the Tour, the Client must inform the relevant Supplier or Tour leader immediately. If the problem cannot be resolved locally, the Client must send full written details to the Company within 14 days of return from the Tour. Failure to follow this procedure may result in the Company not accepting liability, as it will have been deprived of the opportunity to investigate and rectify the problem.

15. AUTHORITY AND COMPLIANCE ON TOUR

15.1. The Company may appoint a Tour leader and/or Operational leader who shall oversee the Tour. The Client agrees to comply with all lawful instructions of the Tour leader (acting as an agent of the Company) and with the Company's requirements regarding personal conduct. The Client shall not constitute a nuisance to any other person on the Tour or disturb wildlife. If a Client acts in contravention of the above, the Company shall be entitled to terminate the Client's participation without refund and without liability to the Company or its Related Persons. In such an event, the Tour leader will provide a detailed incident report that resulted in the Company's decision to terminate the Client's participation. In such circumstances the Client must, at their own expense and responsibility, make their own arrangements to return home. The Client must always comply strictly with the laws, customs, and regulations of all countries visited.

15.2. The Company reserves the right to require further electronic or written acknowledgement of risk before the Client participates in specific elevated-risk activities (including

light-aircraft transfers, walking safaris, or other activities identified by the Company or a Supplier).

16. LUGGAGE

16.1. Bush-plane, light-aircraft and many safari-vehicle transfers impose strict luggage limits. Hard-sided suitcases, oversized bags or excess luggage may be refused by the carrier or Supplier. The Client is responsible for checking the luggage restrictions applicable to their specific itinerary. All luggage is carried entirely at the Client's risk. The Company accepts no liability for loss, damage, delay or refusal of luggage. If the Client provides incorrect information relating to the weight of any traveller or luggage, the Company and/or Suppliers shall be entitled to levy additional charges, which the Client agrees to pay.

17. PHOTOGRAPHY AND IMAGE RIGHTS

17.1. The Company, its guides and Related Persons may photograph or film Clients during the Tour. By participating in the Tour, the Client grants the Company a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce and publish such images and footage for promotional, marketing, editorial and social-media purposes, without further consent or compensation. Clients who do not wish to be photographed should inform the Tour leader at the start of the Tour.

18. UK PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

18.1. Certain bookings may constitute a "package" or a "linked travel arrangement" within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 (the "UK PTR"). Where a booking constitutes a package or linked travel arrangement under the UK PTR and the UK PTR applies, the Company will comply with its obligations under the UK PTR, including ensuring effective insolvency protection arrangements are in place to cover the reasonably foreseeable costs of refunding payments for unperformed travel services and, where relevant, repatriating the Client. Where the Company is the organiser of a package, it will be responsible for the performance of the travel services included in the package, subject to the limitations and exclusions permitted by the UK PTR. The Company maintains effective insolvency protection arrangements by way of insurance and trust-account arrangements to cover the reasonably foreseeable costs of refunding payments for unperformed travel services and, where relevant, repatriating the Client. Nothing in these Terms excludes or limits any non-excludable rights or obligations under the UK PTR. The Company retains its right of redress against Suppliers under Regulation 29 of the UK PTR.

19. SOUTH AFRICAN CONSUMER PROTECTION ACT 2008

19.1. The Consumer Protection Act 68 of 2008 ("CPA") applies to the supply of services in South Africa. Nothing in these Terms excludes or limits any non-excludable rights or obligations the Client may have under the CPA, including (without limitation) the rights relating to cancellation of advance bookings (section 17), over-selling and over-booking (section 47), notices limiting risk or liability (section 49), warnings concerning risks (section 58), and the supplier's duty to hold and account for consumer prepayments and deposits (section 65).

20. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

20.1. These Terms and any booking are governed by the laws of the Republic of South Africa. The parties submit to the exclusive jurisdiction of the courts of the Republic of South Africa. This choice of law and jurisdiction does not affect any non-excludable rights that the Client may have under the Consumer Rights Act 2015, the Unfair Contract Terms Act 1977, or any other mandatory UK consumer protection legislation. Notwithstanding the exclusive jurisdiction of the South African courts, the Company (and either of its entities) may, at its option, bring proceedings against the Client in the courts of England and Wales or in any other jurisdiction where the Client is domiciled or has assets. For Clients resident in the United States, any dispute, claim or cause of action arising out of or relating to these Terms or the Tour shall, to the fullest extent permitted by law, be resolved by binding individual arbitration (and not as a class action) under the rules of a recognised arbitration institution, and the Client waives any right to a jury trial or to participate in a class, collective or representative action. Claims must be brought within twelve (12) months of the end of the Tour or they are irrevocably waived.

20.2. Subject always to any non-excludable statutory limitation periods, any claim arising out of or in connection with these Terms or a Tour must be brought within twelve (12) months of the end of the Tour or it is irrevocably waived.

21. GENERAL

21.1. These Terms, together with the specific final itinerary and invoice, constitute the entire agreement between the parties. If any provision is held invalid or unenforceable, the remainder continues in full force. The version of the Terms in force at the date of booking applies. Personal data is processed in accordance with the Company's Privacy Policy and applicable data-protection laws in both the United Kingdom and South Africa. By confirming a booking the Client consents to the sharing of personal data between the Company entities and with Suppliers as necessary to deliver the Tour.

ACCEPTANCE

By paying the deposit or confirming a booking, the Client confirms that they have read, understood, and fully accept these Terms & Conditions (including the assumption of risk, waiver of claims, indemnity and limitation of liability), that they undertake the Tour entirely at their own risk, and that they indemnify both entities of the Company and all Related Persons (including directors, officers, employees, agents, and guides) against any liability arising from the Tour.