



## LIABILITY CLAUSE

### TOURIST PACKAGES

#### RIVERS TOUR CHOCÓ EXPERIENCE.

TOUR DE RÍOS CHOCÓ, operating travel agency identified with the National Tourism Registry No. 73447, subject to the liability regime established by Law 300 of 1996, Decree 2438 of 2010 and other regulatory decrees. In its capacity as Intermediary, it is not responsible for the provision of several of the services of the tourist service providers and it also has no interference in their decisions or policies.

The reimbursement of unused tourist services that may be subject to a return, when the trip or the user's participation in it is canceled prior to its start in accordance with the applicable regulations or when once the trip has started it must be interrupted, for reasons such as unforeseeable circumstances or force majeure, illness of the traveler, denial of visas or entry permits, decision of the country of destination to prevent the entry of the traveler, withdrawal of the traveler due to conduct that threatens the completion of the trip, legal problems and other causes not attributable to travel agencies, the general conditions of the contracted services will be applicable and whenever the service provider allows it, the reimbursement of the tourist services not used and that may be subject to return will be made.

For this purpose, the previously established deductions or penalties that the providers make, when the services are not used, will be taken into account. The right to reimbursement of the return airfare will be subject to the regulations of the airfare purchased.

Unless expressly stated otherwise in the conditions of the tourist plan, TOUR DE RÍOS the organizer, its operators and agents do not assume responsibility for events such as accidents, strikes, riots, earthquakes, climatic or natural phenomena, security conditions, political factors, denial of entry permits, health matters and any other case of force majeure that may occur during the trip.

Tour de Ríos as an intermediary must diligently process the reservation, send the corresponding reservation confirmation, notify the airlines and suppliers of customer requests, as well as duly inform customers of all information related to their reservation, previously transferred to Tour de Ríos by the airline and / or suppliers in question, as well as to comply with any other obligation that may be required in accordance with current applicable regulations.

All additional information regarding validity, terms and conditions and other mandatory payments, destination preventive health measures and assistance services should be consulted with the travel advisor or on the website <https://tourderios.com.co/terminosycondiciones.pdf> at the time of booking, likewise the passenger will be informed in the travel documents, according to the characteristics that apply to each one.



All prices and rates presented in this bulletin, receipt, voucher or quote are subject to change, availability and validity without prior notice. Restrictions and conditions apply for each published rate according to its validity. The hotel tariff depends on the chosen accommodation. The cancellation policies, penalties, restrictions and particular conditions of the package will be informed to the passenger at the time of issuance of the travel documents.

In the event of force majeure or fortuitous event before or during the trip or simply in order to guarantee the success of the plan, the operator and / or the agency may modify, replace or cancel itineraries, dates, flights, hotels, optional services, whatever which is accepted by the passenger at the time of acquiring the services. The refund policies for services not provided due to force majeure situations will be defined by each operator and they will be confirmed once the travel documents are booked and issued. TOUR DE RÍOS CHOCÓ EXPERIENCE is not jointly responsible for the amounts requested in reimbursement. Any reimbursements will be made within 30 calendar days following the request. However, if the process takes longer for reasons beyond the control of TOUR DE RÍOS, it will not recognize any interest on the amounts to be reimbursed. The percentage of reimbursement will depend on the conditions of the provider and the administration costs of the agency. Likewise, in the specific conditions of each plan, the payment method of the plan and the parameters of the reimbursement that may be applicable will be defined.

All travelers must be in possession of all the documentation required by the migration authorities and other government authorities of the countries to, from, or through which they are going to fly, being solely responsible for compliance with all the requirements in each case. . Fines or expenses incurred for non-compliance with these requirements are borne by the passenger. Tour de Ríos recommends carrying a valid passport (with the required visas and vaccination certificates if necessary) on all flights.

It is the sole responsibility of the passenger to analyze the requirements for the trip, stops and destinations, in order to identify and keep the required documentation up to date. Any damage caused by the passenger's breach of this obligation will be his sole responsibility and will not generate any obligation for Tour de Ríos.

Everything related to the processing of the documents required for the trip, the study, costs, duration of the procedure and the approval or rejection will be the responsibility of the passenger. In case of visa refusal, there will be no refund of the sums paid by the traveler. In any case, it will be the sole responsibility of the passenger, the processing and compliance with the reported requirements.

Tour de Ríos will withdraw from its offers, the services of those who, due to a serious moral or disciplinary cause duly proven, threaten the normality or the success of the service. TOUR DE RÍOS



CHOCÓ will not be responsible if for legal or other matters in which the user is involved, if as a result of his behavior he must withdraw from the service, it will cancel the additional expenses that he incurs due to those facts. In relation to services not provided at the time of user withdrawal, the operator's refund policies will apply, if applicable. TOUR DE RÍOS CHOCÓ is not jointly responsible or responsible for such refunds.

The passenger will be solely responsible for the custody of their luggage and travel documents, unless they are under the care of the tour operator or transport companies. TOUR DE RÍOS CHOCÓ, will be able to guide the passenger in the events of loss of their luggage or travel documents, however, under no circumstances, will it be liable for the loss, damage, deterioration or loss of said elements. TOUR DE RÍOS CHOCÓ will inform the passenger of the restrictions established by the airlines in terms of prohibitions, maximum weight and number of pieces per passenger, people allowed in the attractions or tourist sites, limitations or impediments to access due to maximum capacity. However, it will be the exclusive responsibility of the passenger to comply with these policies, which may vary by arrangement of the transport companies. In the event that there is an individual baggage policy on the market, TOUR DE RÍOS CHOCÓ may refer it to the passenger so that he can decide whether to take it or not.

The value and form of payment of deposits or advances, tickets, reservations of sporting and cultural events, fairs, exhibitions and the like, will be subject to the conditions of the organizer of such events, which must be reported with the documentation sent by the operator. The taxes, fees, and contributions that affect the air, hotel and other services offered by through the web <https://www.tourderios.com.co/mitienda/en/> may vary at any time by provision of the Government National or foreign entity, as the case may be, which must be assumed by the passenger at the time of issuing the tickets or service orders.

The amount of the advance and term for the payment of this sum by the user, in order to ensure their participation in the trip, is described in the general conditions of our agency's tourist packages. This value will be paid to the total cost of the tourist plan.

Reservations and tickets for participation in cruises, sporting and cultural events, congresses, fairs, exhibitions and the like will be subject to the conditions indicated by the provider in view of the fact that they are classified as additional services that the consumer acquires with the tourism plan of their choice.

When the tourist service cannot be offered due to circumstances attributable to the provider, at the traveler's choice, the provision of another service of the same quality or the option of reimbursing or compensating the price agreed for the service offered may be offered.

Faced with the impossibility of providing the service of the same quality, the provider must contract, at his expense, with a third party, the provision of the same, costs not attributable to TOUR DE RÍOS.



When the providers of tourist services fail to comply or oversell the services offered or agreed in whole or in part, they will have the obligation, at the traveler's choice, to provide other services of the same. Cuando los prestadores de los servicios turísticos incumplan o sobrevendan los servicios ofrecidos o pactados de manera total o parcial, tendrán la obligación a elección del viajero, de prestar otros servicios de la misma calidad o de reembolsar o compensar el precio pactado por el servicio incumplido. Responsabilidad ajena en todos los casos a TOUR DE RÍOS CHOCÓ.

When the user of the tourist services fails to comply by not showing up or not using the agreed services, the provider may, at his option, demand the payment of 100% of the total price or established rate or retain the deposit or advance that he previously received from the user. , if so agreed.

The client declares that he knows and fully accepts these conditions, which constitute the sole, total and exclusive agreement of any pact or legal provision to the contrary, regarding the terms, conditions and restrictions of the contracted services.

In accordance with the provisions of Decree 2438 of 2010, the undersigned buyer declares to have been informed and to have received, understood and accepted all the conditions and restrictions of the services and own products and other suppliers, providers of tourist services, assistance and transportation that you have purchased at TOUR DE RÍOS CHOCÓ.

For all purposes of the provision of these services, Law 679 of 2001 will be applied "By means of which a statute is issued to prevent and counteract exploitation, pornography and sex tourism with minors", in development of article 44 of the Constitution.