

### Welcome to our online store www.tourderios.com.co

TOUR DE RÍOS offers its products and / or services, as well as the platform to make your purchases online when you visit or buy at www.tourderios.com.co. Please read carefully our terms and conditions contained in this document, since by using this website you are accepting the terms and conditions indicated here.

#### THE PARTS

The client and / or user with the capacity to contract and on the other hand TOUR DE RÍOS and its website www.tourderios.com.co, enter into this agreement in accordance with the terms and conditions of use that are an integral part of this contract. In this document, the terms "we" and "our" refer to RIVER TOUR. Similarly, "the store", "our store" "this website" refers to the online store www.tourderios.com.co according to the context in question. We will use the word "user" or "client" indiscriminately.

#### CAPACITY TO CONTRACT

The services offered by the store are only available to people who have the legal capacity to contract, according to Colombian legislation. People who do not have this capacity, minors or those who have been suspended and disabled may not use the services. If you are registering as a user to a company, you must have the ability to contract on behalf of such entity and to bind it under the terms of this agreement.

Consequently, TOUR DE RÍOS is not obliged to accept an offer from a client who does not have the necessary capacity to contract.

# **REGISTRY**

To complete the purchase process in the store it is necessary that the user is registered. Process that is carried out with the entry of the data that allows to identify the user in an exact, precise and true way. The client assumes the commitment to update their personal data periodically and when necessary.

Once registered, the customer will enter the store with his username and password created by him in the registration process. TOUR DE RÍOS is not responsible for the accuracy of the personal data provided by its users through the store. Users guarantee and respond in any case for the veracity, accuracy, validity and authenticity of the personal data entered.

## **SECURITY**

TOUR DE RÍOS offers as security for users who wish to make online payments, a recognized *Paypal* platform that has the necessary security levels to carry out this type of transaction. The user agrees to keep his password confidential and not to distribute it or make it available to any third person. The user agrees to immediately notify TOUR DE RÍOS of any unauthorized use of their password or any other violation of the security of this site. TOUR DE RÍOS will not be responsible for any loss or damage resulting from the inability to protect the confidentiality of the password by a user.



Additionally, TOUR DE RÍOS is not responsible for the damages or losses that originate with the manipulation made by third parties that access the network despite the prevention tools implemented on this website. The account is personal, unique and non-transferable, and it is prohibited for the same user to register or have more than one account. In the event that TOUR DE RÍOS detects different accounts that contain matching or related data, it may cancel, suspend or disable them.

#### **ORDER TAKING**

All orders will be placed through the store, which is available twenty-four (24) hours, seven (7) days a week, except in cases where it is temporarily out of service due to maintenance. To place the order, the user is required to enter their account or session with their username and password. From there you will select the products to buy and by clicking on the shopping cart you will be able to enter the data of the shipping address and the payment method of your choice. Next, a summary of the order will appear with details of the quantities and prices to be paid, as well as the summary of the shipping data. Once this information has been validated by the user, they will proceed to choose the payment method of their convenience. It is necessary to clarify that the order will end completely when the user has made the payment and has been satisfactorily verified by TOUR DE RÍOS.

#### THE PRICE

The value of the purchase will be composed of the following values at the customer's expense: Product value and shipping costs when necessary. TOUR DE RÍOS undertakes to constantly review and update the prices published in the store. The client, for her part, must take into account that due to the type of products there may be variations in the price. All prices displayed in the store are in Colombian pesos and dollars as foreign currency, currencies that will be accepted as a form of payment.

#### FORMS AND CONDITIONS OF PAYMENT

To place the order, the store offers our customers the following payment methods:

- 1. Cash on delivery payment defined in the payment methods section
- 2. Cash deposit defined in the payment methods section
- 3. PAYPAL gateway defined in the payment methods section

In PayPal, the user can choose between payments charged to his credit card, download a receipt to make his payment at the payment points via Baloto or debit directly from his account for which the transactional system of PayPal and / or PSE will send to the customer to the virtual branch of your bank to make your payment safely.

After the payment is verified, the customer will be notified of the acceptance of his order. TOUR DE RÍOS is free to send the order partially or totally according to the availability of the product. However, if TOUR DE RÍOS is forced to partially or totally reject the order, for reasons beyond its control, it will only be obliged to return to the client the total or partially paid value as the case may be, without any return or interest.



TOUR DE RÍOS is not responsible for system failures that arise in the banking or credit entities of the users.

#### **BILL**

At the time of delivery of the order, TOUR DE RÍOS delivers the corresponding invoice and if the client wishes, TOUR DE RÍOS can send it to the email or WhatsApp.

# **SEND CONDITIONS**

TOUR DE RÍOS is committed to making deliveries in Quibdó and its surroundings within the coverage area. The valid address for the delivery of the order will be the one entered by the user during the order preparation. If it is not entered, the shipping address will be understood as the one entered at the time of user registration in our store.

The order dispatch confirmation with details of the delivery date and time will be sent by WhatsApp or by email to the last email address registered by the customer. In case of finding any inconsistency in any of the order data, the dispatch of the order will not take place until it is clarified. In this case, TOUR DE RÍOS will contact the user through the contact information provided when placing the order.

TOUR DE RÍOS will deliver the orders according to the schedules determined and published in the store's schedules and deliveries section. TOUR DE RÍOS offers the user the possibility of informing the name of the person authorized to receive the order on their behalf. If this field is not filled in, it will be understood that any person who is at the delivery address is duly authorized by the customer to receive their order, and therefore TOUR DE RÍOS is exonerated from any responsibility for the delivery made, always that it be done at the address registered in the store. For all deliveries made, the person who receives the product must sign a delivery guide with a name and ID number to the person in charge of taking your order. If at the time of delivery there is no person who receives the order at the previously specified address, TOUR DE RÍOS will proceed to return the order to the dispatch site. The client will be obliged to contact TOUR DE RÍOS in the course of the same day until 5 (five) in the afternoon in order to schedule the new shipment which will be made the next day. The value of the new shipment will be assumed by the customer and canceled at the time of delivery in cash. If the client does not proceed to request the reshipment in the indicated time or does not cancel the additional value of the reshipment, TOUR DE RÍOS may terminate the business. In this case, TOUR DE RÍOS will send a written communication via email to the client to the last email address registered by him in our store, informing the cancellation of the order and requesting the details of an account in a financial institution for the return of the money. TOUR DE RÍOS will be obliged to proceed with the refund of the amount paid for the products, discounting the value of the expenses incurred for transport and the value of the transaction in a maximum of 48 (fortyeight) hours from the moment in which the client sends us the data to make the consignment. If for any reason a product in the store is not available at the time of ordering, the value of this product will be deducted from the order and the product will not be dispatched. Additionally, this situation will be communicated to the customer of the order and the possibility of replacing it with a similar product will be agreed with him.



#### **DELIVERY TIMES**

Delivery times are those defined in the delivery times section.

#### SHIPPING COSTS

The shipping costs will be borne by the customer at the time of purchase, which you can see disaggregated in the order detail. This value is indicated in the delivery schedules section.

# **PRODUCTS OFFERED**

TOUR DE RÍOS to facilitate the purchase, makes available to users photographs of the products it offers. These photographs are a graphic representation of the products and due to their characteristics it is not possible to guarantee that the products delivered are exactly the same as those in the photos.

TOUR DE RÍOS provides the information corresponding to each product in the following way: Description of the product, quantity, units, made or harvested by, the ingredients and nutritional table when applicable.

TOUR DE RÍOS may at any time update and review the products and / or services displayed in the store, as well as decide their discontinuation or suspension.

In the case of products in which their price is determined according to their weight, the quantity closest to that requested by the customer in their order will be dispatched. In the event that the customer has made the payment and is dispatched an amount lower than that requested in the order, the money equivalent to the difference will be returned.

#### **RETURNS**

TOUR DE RÍOS will accept returns and exchanges under the following conditions:

- 1. Products whose expiration date has expired
- 2. Products that do not correspond to what was requested by the customer in the order
- 3. Products that during their transport to the delivery site have suffered damage

In the case of vegetables, fruits, chicken, eggs and perishable products in general, TOUR DE RÍOS does not guarantee color, size, shape or levels of maturity. For this reason, you will not be obliged to accept returns or exchanges for these reasons.

# RIGHT OF WITHDRAWAL

To exercise their right of withdrawal, the customer must send an email to the company informing them of their desire to exercise this right and return the product by the same means and in the same conditions in which it was received. The transport costs and others that the return of the good entails will be covered by the consumer. The maximum term to exercise the right of withdrawal will be five (5) business days from the delivery of the property.



Perishable products are exempt from the right of withdrawal.

TOUR DE RÍOS will return the money to the consumer of all the sums paid without proceeding to make discounts or withholdings for any concept. In any case, the return of the money to the consumer will not exceed thirty (30) calendar days from the moment the right was exercised.

#### **USE OF THE SITE AND COMMENTS**

TOUR DE RÍOS prohibits the user from putting in, or transmitting to, or from the store any illegal, threatening, slanderous, defamatory, obscene, scandalous, pornographic or profane material, or any other material that could give rise to any civil or criminal liability in the terms of the law. Neither this website, nor any part of it, may be reproduced, duplicated, copied, sold or exploited commercially without the written authorization of TOUR DE RÍOS.

Any comment that is published should be written in a friendly and respectful language and be related to the product on which it is being commented. TOUR DE RÍOS, enables access to other Internet sites through "links", whose inclusion on this site does not compromise our thinking or our actions, nor is it responsible for the content and administration of any of these links. The fact that TOUR DE RÍOS enables access to such sites does not mean that between it and the owners of said sites there is a situation of subordination, control or economic linkage.

TOUR DE RÍOS does everything possible so that its website works correctly and without failures, and so that the information published is the most truthful and useful for its users. However, TOUR DE RÍOS does not assume any responsibility for the information provided on the page, including, but not limited to products and / or services, notes of interest, advice, tips and frequently asked questions. Similarly, it does not assume any responsibility for the impossibility of, or for problems in, the use of the website or any of the pages that make it up.

# MODIFICATION TO THE TERMS AND CONDITIONS

TOUR DE RÍOS reserves the right to unilaterally modify the content and services provided through this site without prior notice. For greater clarity, TOUR DE RÍOS will include the date of the last update of this document. Consequently, all operations, services, transactions, etc., that are held after the modification of these terms and conditions will be governed by their new text. It is the user's responsibility to regularly consult the terms published on this website. The terms of this contract cannot be altered, supplemented or amended by any other document.

## INDEPENDENCE OF PROVISIONS

In the event that one or more of the provisions contained in this document are considered null, illegal or ineffective in any respect, the validity, legality and enforceability or effectiveness of the rest of the provisions of this document will not be affected or annulled by said circumstance.

## INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS



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