



## 1. TERMS AND CONDITIONS

### 1.1. INTRODUCTION

The present conditions of use of the web portal , regulate the terms of access and use of **Tour de Ríos** , property of **Edwin Rengifo** with email info @ tourderios.com.co , hereinafter, "the Company", that the **USER** of the portal You must accept to use all the services and information that are provided from the [WWW.TOURDERIOS.COM.CO](http://WWW.TOURDERIOS.COM.CO) portal .

1.1.1. The USER , as well as the Company that owns the portal, may be jointly referred to as the parties. The mere access or use of the portal, of all or part of its contents and services means full acceptance of these conditions of use. The provision and use of the portal is understood to be subject to strict compliance with the terms contained in these conditions of use of the portal.

Our store is hosted by **PrestaShop SA** They provide us with the online e-commerce platform, which allows us to sell you our products and services.

1.1.2. RIVER TOUR - OPERATING AGENCY AND TRAVEL AGENCY . Mark registered with the Superintendencia de Industria and Trade is a commercial establishment legally registered in Colombia, with NIT number 12020750-5 and RNT 73447 . Its objective is to offer experiences of nature tourism, rural, in the Chocó rivers, as an engine for the development of their communities. Our goal is to promote rural tourism, following the 3 principles of sustainable development, which are: Economic performance, Social responsibility and Environmental Balance, directing its offer to clients - USERS - both national and foreign.

1.1.3. ACCEPTANCE OF TERMS AND CONDITIONS BY THE USER . When accessing the services offered by the TOURDERIOS.COM.CO portal , it will be considered that THE USER is fully aware of the content of the offers made by TOUR DE RÍOS , and that he knows and is well informed of the conditions of time, mode and place of each of them at the time of requesting the service. In case of doubt, you should contact TOUR DE RÍOS prior to taking any service, to the email info @ tourderios.com.co , since once the service is booked, it cannot be canceled or modified unless exceptions apply. described later. Once the provision of the service has been accepted by TOUR DE RÍOS , it will be the exclusive responsibility of the latter to interpret the content of the offers presented on the website with the support of the clarifying communications sent at any time to the respective USER . In any case, the USER declares to expressly accept any contract by which TOUR DE RÍOS decides to regulate these terms and conditions.

The entry, registration, reservation and purchase through the TOUR DE RÍOS [WWW.TOURDERIOS.COM.CO](http://WWW.TOURDERIOS.COM.CO) portal is understood as a tacit acceptance of these terms and conditions.

By accepting these Terms and Conditions, it is presumed that THE USER is aware of the level of risk involved in the activities offered by TOUR DE RÍOS and that they are freely accepted by THE USER , who



assumes full responsibility for the damages caused to himself. or to third parties during the execution of said activities.

1.1.4. SERVICES OFFERED . A TRAVE S D THE PORTAL [WWW.TOURDERIOS.COM.CO](http://WWW.TOURDERIOS.COM.CO) are offered n to the USER the following services: a . Services marketed and operated exclusively by TOUR DE RÍOS . b . Services marketed by TOUR DE RÍOS , but whose operation will be in charge of THIRD operators affiliated with TOUR DE RÍOS . c . Services marketed and operated by THIRD PARTIES, where TOUR DE RÍOS will act as a commercial agent and will collaborate with the USER in all procedures with THIRD PARTIES. d . Services marketed by TOUR DE RÍOS and operated by TOUR DE RÍOS in the company of THIRD operators.

To access any of the above services, THE USER must request TOUR DE RÍOS the service of their choice by completing and sending the service request forms established by TOUR DE RÍOS on the web portal or by e- mail. , telephone call or any means that allows TOUR DE RÍOS to know the experience desired by THE USER . No However, despite the existence of experiences predesigned s by TOUR OF RIVERS , THE USER can design your experience according to your preferences.

For the purposes of this document, THE USER and TOUR DE RÍOS will understand that there are three kinds of offers: i. STANDARD OFFERS : These are the offers offered by TOUR DE RÍOS through its portal, social networks and other mass media, with unified products and / or services, for a specific type and volume of USER, with respect to which THE USER accepts the content and the conditions expressly established therein. ii. CUSTOM MODE OFFERS OR CUSTOMIZED TRIP: These are the products and services available at [TOURDERIOS.COM.CO](http://TOURDERIOS.COM.CO) that allow the USER to modify the final tourist plan or service to suit. iii. REVERSE OFFER: is one where the USER proposes to TOUR DE RÍOS to live his experience on an activity of his preference framed in nature tourism , which can be covered by our terms and conditions .

## 2. PORTAL CONTENT

### 2.1. INFORMATION AND SERVICES

The USERS can access through l site at different s type s information and services. The Agency reserves the right to modify, at any time, and without prior notice, the presentation and configuration of the information and services offered from the portal. The user expressly acknowledges and accepts that at any time the portal may interrupt, deactivate and / or cancel any information or service. The portal will make its best efforts to try to guarantee the availability and accessibility of the web. However, on occasions, for reasons of maintenance, updating, change of location, etc., it may lead to the interruption of access to the portal.



## 2.2. RESERVATION OF SERVICES

To make a reservation for any service, the USER must fill out and send the " PURCHASE FORM " or other "FORMATS" established by TOUR DE RÍOS on its website and must make an initial payment agreed with TOUR DE RÍOS , which, for all legal effects will be considered service orders in favor of TOUR DE RÍOS .

Only the reservation of the service by the USER will be understood as perfected , once TOUR DE RÍOS accepts the service request sent by THE USER and an initial payment has been made. TOUR DE RÍOS reserves the right not to accept service orders whose USERS do not meet the requirements demanded by the company or when the service requested by THE USER exceeds in any way the capabilities of TOUR DE RÍOS

## 3. USER OBLIGATIONS

3.1. The user must respect the terms and conditions established in this legal notice at all times. The user expressly states that he will use the portal diligently and assuming any responsibility that may arise from breach of the rules.

3.2. The user undertakes, in those cases where data or information is requested, not to misrepresent his identity by posing as any other person. The user accepts that the use of the Portal will be carried out for strictly personal, private and private purposes. The user may not use the portal for activities contrary to the Law, morality and public order , as well as for prohibited purposes or that violate or injure the rights of third parties. Likewise, the dissemination, storage and / or management of data or content that infringe the rights of third parties or any regulations governing intellectual or industrial property rights is prohibited.

3.3. Likewise, the user may not use the portal to transmit, store, disseminate, promote or distribute data or content that carry viruses or any other computer code, files or programs designed to interrupt, destroy or impair the operation of any program or equipment IT or telecommunications.

3.4. The user undertakes to indemnify and hold the portal harmless for any damage, harm, sanction, fine, penalty or compensation that the portal has to face.

3.5. The user who hires a service or trip with Tour de Ríos must have medical insurance that can cover the expenses for illness, accident or any other situation that may arise during the trip. TOUR DE RÍOS will require THE user to have insurance. By contracting the service with TOUR DE RÍOS, it is understood that THE USER has said insurance, with sufficient validity and coverage to attend to any situation that arises during the development of the service.

## 4. RETURN POLICY

### RETURNS



In the event that TOUR DE RÍOS must return the money to the USER , said return will be made within 30 calendar days following: The day that TOUR DE RÍOS processes the trip cancellation and has all the bank information to make the return . Both conditions must be met for the 30-day term to begin counting. The money will be transferred to a bank account and if it applies, the user must assume the transfer costs .

## 5. CANCELLATION POLICY

### 5.1. CANCELLATION OR RE-PROGRAMMING OF THE SERVICE BY THE USER

In the event of any modification or cancellation of the reservation by the USER , TOUR DE RÍOS will apply the cancellation rules defined for each of the services, which will be included in the daytime or package type offer , and can be found in the section cancellation policies of each service on our website or in the adjusted proposal. If the cancellation conditions are not defined in the offers, the following rules will be applied subsidiarily: (i) If the trip is canceled before it has started, for reasons of force majeure, fortuitous event or fact of a third party, TOUR DE RÍOS may retain 20% of the value of the trip. (ii) TOUR DE RÍOS will not be obliged to reimburse the USER for any sum if, for reasons beyond the control of TOUR DE RÍOS, the USER does not show up in a timely manner at the place where the service began or arrives after the start of the service (eg delay or loss). of flights, illness, problems on the roads, or any other situation that prevents reaching the agreed meeting point, at the agreed time). Notwithstanding the foregoing, TOUR DE RÍOS reserves the option to make the reimbursements it deems, but is not obliged, in the event that the cancellation of the trip by the USER is due to personal reasons or force majeure. It is suggested to establish service cancellation policies. (iii) If the USER cancels the service more than 30 days in advance, and wishes to postpone the date thereof, they may use the previous reservation for another service at any time, without losing the deposit. The new reservation will be subject to availability and the conditions given by TOUR DE RÍOS .

### 5.2. CANCELLATION AND / OR MODIFICATIONS OF THE TRIPS BY THE RIVER TOUR BEFORE THE START OF THE SAME.

(i) When the services are subject to a minimum number of participants and the USER has thus been notified , if with FIVE ( 5 ) days before the start of the service, the minimum number of reservations required for the start of the service has not been confirmed. , TOUR DE RÍOS may unilaterally cancel the execution of the service. In this case, TOUR DE RÍOS will inform the USER and will refund 100% of the amount paid , assuming the deposit or transfer charges if applicable . Notwithstanding the foregoing, TOUR OF RIVERS may offer USER S option to make an additional payment to compensate for the low number of participants to develop the service as planned. If there is no agreement of all USERS S to make the additional payment, a new reservation may be made in a different service, paying the value of the initial reservation or requesting a refund of 100% paid. TOUR DE RÍOS will not be



responsible for any previous cost assumed by THE USER such as hotels, tickets, transportation, etc. Therefore, it is recommended to establish trip cancellation insurance. (ii) In a situation that is considered as force majeure and / or fortuitous event, due to the act of a third party or due to the improper use of the client, TOUR DE RÍOS may modify the conditions offered at the beginning, or may cancel any of the TRAVELS offered (before the start of the trip or during it). TOUR DE RÍOS may modify in any way the offers published on the page, without prior notice, in the event of situations beyond its control that require it, such as, sudden alteration of the state of the roads, increase of costs, weather conditions, closure of National Parks, Reserves or any public space and other external factors that could limit the services offered. You may also modify the offer in any way due to security situations that warrant it, prior to the beginning of the execution of the service or during the execution thereof. This will not constitute a breach by TOUR DE RÍOS . In any case, TOUR DE RÍOS guarantees that the new conditions will maintain the standards initially offered.

If the trip is canceled before it has started, only due to force majeure, fortuitous event or act of a third party, TOUR DE RÍOS may retain 20% of the value of the trip.

(iii) In the event of cancellation by TOUR DE RÍOS , once the trip has started, due to force majeure, acts of God or act of a third party or improper use of the client, TOUR DE RÍOS will only return the costs of the services that have not been executed .

In any case, TOUR DE RÍOS shall not assume the additional costs that THE USER has incurred. This is based on the provisions of article 16 of Law 1480 of 2011.

### 5.3. CANCELLATION AND / OR MODIFICATIONS OF THE CONDITIONS OF THE TRIPS BY THE RIVER TOUR AFTER THEY STARTED.

TOUR DE RÍOS may cancel the service after it begins and retain the equipment delivered to the USER in the event that the USER does not comply with the safety and use regulations provided by TOUR DE RÍOS for the respective service, or whenever the USER transgresses the traffic laws, carry out alcohol consumption, by physical or psychological aggressions to the members of the trip or to third parties, or when their behavior is dangerous, reckless and / or represents a risk for them or the people who accompany them. In this case, THE USER must compensate TOUR DE RÍOS for the losses suffered and the additional costs that arise, such as early return of equipment and vehicles, hotels, meals, etc. TOUR DE RÍOS will not have to make any refund of the SERVICE payment to the USER .

TOUR DE RÍOS may modify any of the conditions for the execution of the contracted services whenever situations arise beyond its control that require it; including but not limited to: acts of civil disorder; including war, blockades, insurrections, riots, mass protests, and actions of the military forces related to or in response to any act of civil disorder, acts, or absence of acts, of the Government and of the Legislative and Judicial branches including laws, orders, regulations, decrees, judgments, legal actions, regulations, renewal or confirmation of permits and licenses, which are carried out either by the Government or any Competent Authority on equipment rental activities or high-risk activities,



epidemics, landslides , hurricanes, floods, avalanches, lightning, earthquakes, fire, tsunami, disaster in land, air, rail, river and sea transportation sudden alteration of the state of the roads, weather conditions and other external factors that could limit the services offered; without that for this reason it constitutes a breach by TOUR DE RÍOS . In any case, TOUR DE RÍOS guarantees that the new conditions will maintain the standards initially offered as far as possible and if it becomes necessary to cancel the trip, TOUR DE RÍOS is not obliged to reimburse the payment of the service.

## 6. LUGGAGE

TOUR DE RÍOS will not be responsible at any time for the loss of luggage or for any personal effects of the USER and / or his companion, if applicable. It is recommended to establish a policy to insure luggage. The maximum luggage allowed per USER will vary depending on the trip.

## 7. OWNERSHIP OF THE MULTIMEDIA MATERIAL

The photographs, videos, as well as any other material produced by TOUR DE RÍOS or its representatives are the property of TOUR DE RÍOS only, as well as the economic and moral rights over it. TOUR OF RIVERS may use such material for any purpose, at its discretion, without limitation and without the obligation to have a permit by the USER S that appear in the material.

## 8. PAYMENT CONDITIONS

The client declares that he has full capacity to make the purchase, being of legal age and being in possession of a valid credit or debit card issued by a bank that is acceptable to the establishment . The Client guarantees and is responsible for all the data provided on her card to be valid.

Payments made to TOUR DE RÍOS must be made through the means of payment enabled on the website or through the means specified by TOUR DE RÍOS to the USER .

### 8.1. PRICE, DEPOSIT AND FINAL PAYMENT

Once the purchase request has been completed and sent by the USER , the first payment made and accepted by TOUR DE RÍOS , the USER will be obliged to pay the final price agreed for the particular service selected or the price sent by TOUR DE RÍOS if It is a trip tailored to the client, with a tight offer. The price of the service will be that which is confirmed by email to the USER by TOUR DE RÍOS in the case of an adjusted offer, or the one that appears published on the TOUR DE RÍOS website for standard offers. The percentage of the payment that constitutes the deposit, entitles the USER to have their quota in the service respected and will be considered as an advance payment of the same.



The payment of the balance must be made in one or more installments according to the conditions defined in the selected offer. TOUR DE RÍOS reserves the right to cancel the reservation and charge a fine equivalent to the deposit, in the event that the USER does not make one or more payments in a timely manner.

In the case of standard offers, the prices displayed on the page are for mere reference, so they may vary if TOUR DE RÍOS so requires in order to meet the USER's needs , all of which will be done with prior notice.

In all the cases raised, the total payment of the SERVICE must always be canceled before the TRIP begins, unless TOUR DE RÍOS has expressly agreed a different term with the USER .

## 9. TRAVEL INSURANCE POLICY

All TOUR DE RÍOS trips include a medical assistance policy, contracted with the company MAGENTA SEGUROS (Colombian Assistance), where TOUR DE RÍOS operates as an intermediary for the purchase. This assistance policy has specific coverage and amounts and operates under conditions given by the company MAGENTA SEGUROS . The coverage is:

Medical assistance in case of Accident	\$ 25,000,000
Medical assistance for illness	\$ 6,000,000
PHARMACEUTICAL EXPENSES	\$ 250,000
Income for Hospitalization	30,000 daily, for 30 days
Nurse at Home	Included
Emergency dentistry for accident (included in accident amount)	\$ 12,000,000
Initial care for preexistence	Complete Care up to 3 million
Medical expenses for maternal illness	Complete Care up to 3 million
Hotel for accidental convalescence until	Included, limit 12 million
Medical transfers due to accident (Up to the limit of expenses)	Included Up to 12 million
Transfer and stay of Companion in case of accident	Included Up to 12 million
Transfer and stay of Companion due to accidental death	Included Up to 12 million
Transfer of mortal remains	Included Up to 12 million
Accidental death compensation	\$ 50,000,000
Total and permanent disability	\$ 50,000,000
Compensation for accidental death in land, river, maritime transport	IF YOU COVER
Compensation for disability or accidental dismemberment in land transport	IF YOU COVER
Compensation for death with firearm, short stab or blunt force	IF YOU COVER
Loss of luggage in air transport	\$ 2,500,000
Legal advice	Included





Advance of funds for lost luggage	Up to \$ 300,000
Specialized funeral service	Included
Accompaniment for children under 15 years of age	Included
Personal assistance in the mourning process	Included in the funeral service
Transmission of urgent messages	Included
Includes coverage for pre-existing diseases	YES, up to a limit of 3 million
Includes coverage for accidents under the influence of intoxicating drinks	IF YOU COVER
Includes coverage for intoxication, poisoning and drowning	IF YOU COVER

## 10. DATA PROCESSING POLICY (LOPD; ORGANIC LAW OF DATA PROTECTION )

In compliance with Law 1581 of 2012, which establishes provisions for the protection of personal data, Tour De R í os, in its capacity as responsible for the processing of personal data, informs the general guidelines:

### 10.1. GENERAL DATA

Tour De R í os ( Edwin Rengifo ), identified with Nit : 12020750-5, with main headquarters in the village of Tutunendo, Calle Principal Barrio la Inmaculada, Quibdó , with web portal [www. tourderios.com.co](http://www.tourderios.com.co) . These terms and conditions apply to any registration of personal data made in person and / or virtual to link to any of our services. The owner of the data registers or delivers her information freely and voluntarily and acknowledges that she has read and expressly accepts these terms and conditions.

### 10.2. DATA PROCESSING POLICY

Through this policy, Tour De R í you pursuant to Law 1581 of 2012, for which provisions are issued for the protection of personal data, tends to make effective the constitutional guarantee to protect personal privacy by establishing instruments and expedited controls in order to give adequate treatment to the information it administers.

This policy establishes the terms, conditions and purposes under which Tour De R í os , as the person responsible for the personal data obtained through its various face-to-face and virtual service channels, treats the information of all the people who at some point For reasons of the activity carried out by the entity, they have provided personal data. The owner of the data registers or delivers her information freely and voluntarily and acknowledges that she has read and expressly accepts these terms and conditions.

### 10.3. PURPOSE OF THE DATA PROCESSING

Personal Data that Tour De R í you requested will be used for the following purposes:





- a) Your Personal Data will be included in one or more databases, in order to achieve efficient communication with the Owner, through any means of contact, related to our services, promotions, events, advertising campaigns, email campaigns marketing, benefits, conditions or applicable policies, service channels, and / or social networks.
- b) Inform about changes in our services or regarding new ones that are related to the contracted or acquired one (s).
- c) Evaluate the quality of the service.
- d) Develop and report statistical information, satisfaction surveys, studies and market analysis, including the ability to contact you for such purposes by Tour De R í you .
- e) Identify, collect and associate the data with information on the owner's browsing preferences on the Tour De R í os website , as well as georeferencing data or and / or specific location generated by mobile devices, to improve the user experience, know your browsing profile, deliver information and / or segmented advertising on products and / or services of your own or of third parties
- f) Transmit this data to third parties who act as managers or are part of operating processes located within Colombia.

#### 10.4. RIGHTS OF THE OWNER OF PERSONAL DATA

It informs the Holder of the data, the rights that laws on personal data protection are offered, which are listed below and Tour De R t os , the guaranteed through compliance with defined procedures:

- a) To know, update and rectify your personal data against Tour De R í will , in his capacity as Head of the treatment.
- b) Request proof of authorization granted to Tour De R í will , in his capacity as Head of the treatment.
- c) Be informed by Tour De R í shall , upon request, regarding the use given to your Personal Data.
- d) Present before the Superintendency of Industry and Commerce complaints for infractions to the provisions of Law 1581 of 2012 and the other regulations that modify, add or complement it, once the consultation or claim process before the Data Controller has been exhausted.
- e) Revoke the Authorization and / or request the deletion of the data when the treatment does not respect the principles, rights and constitutional and legal guarantees.
- f) Access free of charge to your Personal Data that have been subject to Treatment
- g) If you want to know, update, rectify or delete your personal data, you can do so through these means:

- Email: [info @ turderios.com.co](mailto:info@turderios.com.co)
- Telephone: +57 3219851549

#### 10.5. SECURITY OF THE INFORMATION.



Tour De Ríos is committed to making a correct use and treatment of the personal data contained in its databases, avoiding unauthorized access to third parties that may know or violate, modify, disclose and / or destroy the information that is stored there.

For this purpose, it has security protocols and access to information, storage and processing systems, including physical security risk control measures.

Access to the different databases is enabled only for the areas of the company that require the use of personal data, additionally all officials are committed to the confidentiality and proper handling of the databases, following the guidelines on treatment of the information established in the Law.

Any additional concerns you have, do not hesitate to contact us, we will help you at any time and we will do everything possible to respond to your concerns in the shortest possible time. Write to us at : [admin @ tourderios.com.co](mailto:admin@tourderios.com.co) .