

## TERMS AND CONDITIONS DARIEN ADVENTURES

By accessing, using, or contracting any of the services offered by Darien Adventures (here in after referred to as THE COMPANY), you expressly accept these terms and conditions, which are understood to be known and accepted in good faith and in accordance with the Consumer Protection Statute

### 1. RESERVATIONS, DEPOSITS, AND PAYMENTS

#### **Reservation Procedure:**

All reservation requests must be made in writing via the company's official email or communication channels and must include the date of the activity, number of people, full names of all passengers, and any special requirements we should be aware of.

#### **a. Provisional Reservation Confirmation and Deposit:**

Once the request is received, a "Reservation Request Form" will be sent to the client with the trip details and personal information. The provisional reservation is considered made upon receiving a signed copy of this form.

#### **b. Privacy of Personal Information:**

The personal information provided will be processed in accordance with Law 1581 of 2012 and Decree 1377 of 2013. This information may be shared exclusively with third parties required for the contracted service. It will not be disclosed to unrelated third parties without consent. Clients may exercise their rights of access, correction, deletion, and revocation by submitting a written request through the company's service channels.

#### **c. Initial Deposit:**

To confirm the provisional reservation, a deposit equivalent to 50% of the total value of the trip or charter is required, which must be paid within seven (7) days following the provisional reservation confirmation. If multiple trips are reserved, deposit charges will apply to each trip and will be informed at the time of payment.

#### **d. Final Reservation Confirmation:**

The reservation is considered officially confirmed when the client has submitted the signed reservation form, a signed copy of these Terms and Conditions, and the deposit payment has been received. The Company will issue a confirmation via email.

#### **e. Balance Payment:**

The remaining balance must be paid forty-five (45) days before the start of the trip. We recommend that the full cost of the trip or charter be covered by travel and accident insurance. If not contracted, the client assumes full responsibility.

**f. Non-payment:**

If the deposit or final payment is not received within the established timeframe, the Company may cancel the reservation and automatically offer the space to others, applying the penalties stated in Clause 3.

**g. Last-Minute Reservations:**

Reservations made less than forty-five (45) days in advance must be paid in full at the time of booking.

**2. PAYMENT DETAILS**

**a. Payment Methods:**

Bank transfers, credit card payments, and authorized digital payment methods are accepted.

**b. Banking Information:**

Will be provided upon request. The client must include their name or reservation number and send proof of payment to the following email addresses: [travelcoordinator@fishcolombia.com](mailto:travelcoordinator@fishcolombia.com) or [travelcoordinator2@fishcolombia.com](mailto:travelcoordinator2@fishcolombia.com) along with proof of travel insurance.

**3. MODIFICATIONS, CANCELLATIONS, AND RIGHT OF WITHDRAWAL**

**a. Modifications by the Client:**

All change or cancellation requests must be submitted in writing to: [travelcoordinator@fishcolombia.com](mailto:travelcoordinator@fishcolombia.com) and [travelcoordinator2@fishcolombia.com](mailto:travelcoordinator2@fishcolombia.com). Telephone changes will not be accepted. Any modification is subject to cancellation fees and must be confirmed in writing via email. The client should consider the coverage provided by their travel insurance and any deposits/payments already made.

If a client decides to modify their reservation after it has been confirmed, the Company will make every reasonable effort to accommodate the request, but it may not always be possible. Clients are advised to notify us as early as possible to increase the chances of success.

**b. Modifications by the Company:**

Due to operational reasons, force majeure, adverse weather conditions, or public order issues, the Company may modify elements of the trip including schedules, routes, duration, or assigned staff. Clients will be informed as soon as possible. These modifications do not entitle the client to full or partial refunds.

**c. Substitute Guide:**

If one of the Company's guides or captains is unable to carry out the trip/charter due to illness or other circumstances, the Company reserves the right to assign a substitute, or in the worst case, cancel the trip/charter.

**d. Changes by the Client Before the Trip/Charter Begins:**

If the client requests a change less than thirty (30) days before the trip, a 20% administrative fee based on the total reservation cost will apply, in addition to any cost increases that may occur.

**e. Modifications During the Trip/Charter:**

Any changes during the trip must be requested through the Operations Manager. Modifications are not guaranteed and no refunds will be issued. The Company may charge a modification fee, and no refunds are available if the client decides to make changes during the trip/charter.

**f. Substitute Passenger:**

If the main traveler cannot attend, they may transfer their reservation to another person by notifying the Company at least fifteen (15) calendar days before the trip. The new traveler will be subject to these Terms and Conditions. The Company is not responsible for changes to third-party reservations (airline tickets, hotel bookings, etc.) not arranged by Darien Adventures.

**g. Change/Cancellation Fees:**

In case of cancellation by the client, the following penalties will apply based on the total invoice:

- 180 days or more in advance: 10% penalty
- 179 to 91 days: 70% penalty
- 90 days or less: 100% penalty

The date the Company receives the modification request via email will be used to determine applicable fees. For requests received on Fridays, Saturdays, or holidays, the next business day will apply.

A written acknowledgment will be sent upon receipt of the modification. No modification will be valid without the issuance of a new "Reservation Request Form" and corresponding invoice.

If more than one trip/charter is modified, all conditions apply to each individual change.

**h. Right of Withdrawal:**

The client may exercise the right of withdrawal within five (5) days of making the initial reservation, provided the service has not yet begun, in accordance with Law 1480 of 2011.

**4. PRICING POLICY**

**a. General:**

i. Prices quoted in foreign currency are calculated based on the exchange rates in effect at the time of the quote. Darien Adventures reserves the right to adjust these prices at any time, without prior notice, in case of significant market fluctuations or exchange rate variations.

ii. Prices may be quoted in Colombian Pesos (COP) or U.S. Dollars (USD), and this will be clearly indicated in each quotation and invoice.

iii. If third-party reference rates (e.g., taxis, local tours, or services not directly provided by Darien Adventures) are mentioned during the booking or subsequent communication, Darien Adventures is not responsible for later changes to those prices, as they are not part of our contractual agreements.

**b. Included in the Price – Fishing Charter Rate:**

Includes: boat usage, captain/crew/professional guide, fuel, and potable water.

**c. Accommodation:**

Lodging will be included as detailed and confirmed in the reservation. If alcohol consumption is permitted, it must be provided by the client, and its consumption is the sole responsibility of the client. Darien Adventures assumes no liability for any incidents related to alcohol consumption.

**d. Transportation and Transfers:**

Ground transfers and general transportation are provided by third parties. Darien Adventures is not responsible for any accidents, injuries, illnesses, or deaths occurring during such trips. The use of these services is entirely at the client's own risk and responsibility.

**e. Not Included in the Price:**

Unless explicitly stated in the invoice, the following items are not included:

- Additional charges for hotel services or consumption
- Private tours, excursions, or personal expenses
- Transfers, snacks, and accommodation not explicitly contracted
- Domestic or international air transportation
- Meals in Medellín (first and last night of the trip)
- Fishing gear (rods, reels, lures, etc.)
- Terminal tackle (leaders, swivels, rings, etc.)
- Fishing license (must be individually processed by the client)
- Excess baggage fees (payable directly to the airline)
- Travel insurance
- Photo or video production/editing services
- Onboard telecommunications services
- Crew and staff tips (a 10% tip of the total trip value is recommended)
- Alcoholic beverages
- Any other item not expressly described as included in the invoice or contracted package

**f. Administrative Fees:**

The Company may charge an additional, non-refundable administrative fee when providing services that require extra arrangements such as third-party bookings (tickets, hotels, insurance, etc.) not included in the base package. This fee will be a percentage of the amount managed and will be clearly indicated in the relevant quote or invoice.

**5. SPECIAL REQUESTS**

a. Darien Adventures will make its best effort to accommodate special requests from clients (such as dietary preferences or specific needs), provided these are communicated in advance. However, the Company does not guarantee their fulfillment. If Darien Adventures is unable to meet special requests (including food and beverage preferences), no compensation will be provided, nor will the Company be held liable for issues resulting from the lack of specific items.

b. The inability to meet such requests does not entitle the client to refunds or compensation.

c. Special requests will not be accepted under promotional offers or last-minute bookings.

d. Any costs arising from additional requests not included in the invoice must be assumed directly by the client with the supplier, or reimbursed to Darien Adventures if the Company covers them on the client's behalf.

**6. CHANGES TO BROCHURE AND WEBSITE CONTENT, RATES, AND TRANSPORTATION COSTS**

**a. Accuracy of Information:**

The Company makes reasonable efforts to ensure that the website, brochures, and other materials accurately reflect the services and destinations offered. However, the Company is not responsible for errors, omissions, or changes occurring after publication. Prices are subject to change without notice in the event of exchange rate fluctuations or supplier cost increases beyond the control of Darien Adventures.

**Changes before final booking confirmation:**

Darien Adventures S.A.S. may modify, update, or correct any information contained in brochures, website content, service descriptions, prices, and commercial terms at any time prior to the client's final confirmation. These changes do not constitute a contractual breach if communicated before the reservation is officially confirmed.

A reservation is considered definitively confirmed when the client has made the required deposit payment and received written confirmation of acceptance from the Company. From that point forward, the agreed terms become binding, except in cases of force majeure or unforeseeable circumstances.

**b. Price Changes After Booking Confirmation:**

Once the reservation has been confirmed, the agreed prices will not change, except under exceptional, objective, and unforeseen circumstances that significantly affect service costs, in accordance with consumer protection laws. Such circumstances include, but are not limited to:

- Substantial and unexpected increases in transportation costs, including fuel or third-party transfer rates
- Increases in taxes, government fees, levies, or mandatory contributions not foreseen at the time of booking
- Significant fluctuations in the applicable exchange rate when the service price is quoted in foreign currency

Darien Adventures reserves the right to increase the agreed price up to fourteen (14) calendar days before the scheduled service start date. The consumer may accept the new price, reschedule the service, request an equivalent service, or cancel the booking without penalty and receive a refund of any payments made up to that point.

### **c. Changes to Itinerary, Services, and Transportation**

#### **i. Modifications Before the Start of Service:**

Darien Adventures may make reasonable adjustments to the itinerary, offered services, or transportation methods prior to the start of the trip, due to justified, unforeseen, or unavoidable reasons such as adverse weather, mobility restrictions, logistical limitations, or public safety concerns. In such cases, the Company will notify the client as soon as possible and offer equivalent alternatives in terms of standards, duration, and quality. These adjustments will not constitute a contractual breach.

#### **ii. Modifications During the Trip:**

If, during the service, situations arise that require modifications to the itinerary (including changes to routes, activities, schedules, or transportation) for safety reasons, force majeure, or operational causes beyond the Company's control, necessary and reasonable adjustments will be made to minimize the client's inconvenience. Refunds will not apply if the changes do not substantially alter the purpose of the contracted service.

#### **iii. Significant Impact:**

If a change during the trip results in a significant reduction in the contracted and delivered services, the client may request a proportional refund of the difference between the amount paid and the service actually provided, subject to objective evaluation by the Company.

## **7. EXCLUSION OF REFUNDS FOR ACCEPTED MODIFICATIONS OR SERVICE UPGRADES**

No refunds, reimbursements, or compensation will be granted when:

- a. The client has voluntarily accepted, either in writing or explicitly during the trip, the modifications proposed by the Company, provided that the changes were clearly explained and their implications were understood.
- b. The modifications made, although different from the original agreement, represent an objective improvement in the quality, duration, comfort, or value of the service delivered, without prejudice to the provisions of Article 9 of Law 1480 of 2011.

c. The change is due to force majeure or unforeseen events that prevent strict compliance with the original plan, provided that Darien Adventures acted diligently to preserve the safety, continuity, or essential purpose of the service.

## **8. CANCELLATION POLICY, REFUNDS, AND SERVICE INTERRUPTIONS**

### **a. Cancellations by the Client**

i. Cancellation requests must be submitted in writing through the official channels of Darien Adventures S.A.S. Verbal or informal cancellations will not be accepted.

ii. All cancellations result in operational and financial impacts for the company; therefore, the following conditions apply:

- Cancellations made more than one hundred eighty (180) days in advance: 90% refund of the total amount paid; 10% retained as administrative fee
- Cancellations made between one hundred seventy-nine (179) and ninety (90) calendar days in advance: 30% refund
- Cancellations made fourteen (90) days or less in advance: no refund, unless the reservation is resold, in which case the amount recovered will be returned minus administrative costs

*Note:* Clients are advised to purchase travel insurance covering cancellations due to illness, force majeure, or personal emergencies.

### **b. Cancellations Due to Client-Related Causes:**

The company may cancel the contracted service without refund if the client's behavior endangers their own safety, the safety of others, or the proper execution of the trip, or if they breach essential contract conditions (e.g., failing to show up, presenting invalid documents, acting aggressively, etc.).

### **c. Unused Services or Voluntary Interruptions:**

Once the trip or service has started, no refund will be issued for unused services, even if the client decides to end participation early — unless a verified medical issue, force majeure, or unforeseen circumstance is evaluated and accepted by the company.

### **d. Invalid or Incomplete Documentation:**

If the client is unable to travel due to missing or invalid passport, visa, or other required travel documents, no refund will be provided for unused services.

**e. Cancellations Due to Weather, Force Majeure, or Government Orders:**

If a trip is canceled by Darien Adventures S.A.S. due to extreme weather, sea conditions, government orders, or force majeure, the following options will be offered:

- Trip rescheduling, subject to availability
- Credit note valid for one year, equivalent to 50% of the amount paid, if rescheduling is not possible

No monetary refunds will be given, as these events are beyond the company's control and involve operational costs already incurred.

**f. Technical Issues or Vessel Damage:**

In case of cancellation due to mechanical failure, vessel damage, or sudden equipment malfunction, the company will first attempt to provide a reasonable solution (replacement or rescheduling). If that is not possible, a proportional refund for services not rendered will be issued.

**g. Interruptions Attributable to the Company:**

If the company interrupts the trip for unjustified reasons or due to negligence, the client will be refunded proportionally for the unprovided services, in accordance with the principle of full compensation established in Law 1480 of 2011.

**h. Interruptions During the Trip Due to Justified Causes:**

During the trip, Darien Adventures may temporarily or permanently suspend the service due to safety concerns, adverse weather, or force majeure. In such cases, no refund will apply.

**9. DOCUMENTATION**

**a. Passport and Visa**

i. The client is solely responsible for obtaining the necessary visas, passports, and travel documents and ensuring they are valid for the countries being visited. Darien Adventures is not responsible for the client's travel documentation or visa processes.

ii. If the client lacks the required travel documents, visas, or flights — or if they are expired or incorrect — and this leads to trip cancellation, the standard cancellation penalties will apply. No refund will be granted due to missing or incorrect travel documents.

iii. If Darien Adventures or its transportation providers are fined due to a client's failure to provide correct documentation, the client will be responsible for covering the associated costs.

## **10. INSURANCE**

- a. The cancellation and refund conditions are strictly applied. Therefore, Darien Adventures strongly recommends that the client obtain comprehensive travel insurance that covers cancellation or interruption due to unforeseen events or circumstances beyond the client's control.
- b. It is the client's responsibility to obtain all necessary travel, health, and property insurance. The company will not be liable for lost or damaged belongings, medical items, accidents, or incidents during the trips, charters, or services offered by Darien Adventures.
- c. While the company may assist clients with insurance claims, Darien Adventures is not a party to any dispute between a client and their insurance provider.

## **11. LIABILITY WAIVER AND RISK ASSUMPTION**

### **a. Acknowledgment of Risk and Nature of the Service**

The client acknowledges and understands that the services offered by Darien Adventures S.A.S.—such as nature tourism, sport fishing, boat navigation, and transportation in remote areas—may involve inherent risks that cannot be fully eliminated, even with diligent safety measures. By contracting these services, the client voluntarily accepts such risks and agrees to follow all safety protocols, recommendations, and instructions given by authorized personnel.

### **b. Limitation of Liability**

Darien Adventures S.A.S. and its staff shall not be held liable for losses, damages, injuries, delays, or death caused by events beyond their reasonable control, including but not limited to: adverse weather conditions, government actions, civil unrest, strikes, mechanical failures, port closures, pandemics, accidental events, war, or acts of God.

The company is also not responsible for unintentional errors or omissions in brochures, promotional materials, digital content, or informational documents, provided it has acted with reasonable diligence.

### **c. Cancellations or Modifications Due to Safety or Operational Reasons**

The company may, in the reasonable exercise of professional judgment, modify itineraries, transport arrangements, accommodations, or cancel services for justified safety, operational, or force majeure reasons. In such cases, equivalent alternatives will be offered. No refunds will apply if the core purpose of the service is preserved and the change is proportional to the event that caused it.

### **d. Third-Party Responsibility**

Darien Adventures acts as an organizer and intermediary for some services provided by clearly identified third parties (transport companies, accommodations, local guides, etc.). In these cases,

the company assumes no direct responsibility for their acts, omissions, or negligence, unless proven that there was poor selection, lack of supervision, or misleading information.

**e. Delays and Transportation**

The company does not guarantee punctuality for air, land, or river transport services provided by third parties. It is not responsible for financial losses resulting from missed connections, late arrivals, or delays caused by factors beyond its control.

**f. Damages Caused by the Client**

The client will be held responsible for any damages to property, equipment, accommodations, or boats used during the service, if caused by negligent or intentional actions or omissions. The client agrees to indemnify the company for any third-party claims, including legal fees, arising from such behavior.

**g. Medical Events and Evacuations**

Darien Adventures staff are not qualified to provide professional medical care. Any assistance they provide is strictly voluntary and without professional liability. Clients are responsible for obtaining travel insurance with medical, evacuation, and repatriation coverage. If the company incurs emergency medical expenses on behalf of the client, those costs will be invoiced to the client afterward.

**h. Loss or Damage to Personal Belongings**

Darien Adventures is not responsible for the loss, damage, or theft of personal belongings not expressly entrusted to its care, including during transportation, lodging, or activities conducted by third parties. Clients are advised not to carry unnecessary valuables.

**i. Legal Limits and Consumer Rights**

Nothing in these terms shall be interpreted as a waiver of the client's minimum consumer rights, nor as a total exemption of liability in cases of gross negligence or willful misconduct by Darien Adventures, in accordance with Articles 42 and following of Law 1480 of 2011.

**12. SCOPE OF CONTRACTUAL RESPONSIBILITY**

Darien Adventures S.A.S. acts as a provider and/or intermediary of tourism services, and its responsibility is limited exclusively to services directly contracted, organized, and executed by its own team. It is not liable for non-compliance, errors, or omissions attributable to clearly identified independent third-party providers (such as transportation operators, hotels, local guides, etc.),

unless there is proven negligence in their selection, supervision, or in the information provided to the consumer.

### **Exempting Circumstances**

The Company will not be liable for economic losses, damages, or harm resulting from force majeure events, unforeseeable circumstances, or events beyond its reasonable control, including but not limited to:

- Changes or delays in itineraries due to adverse weather conditions
- Alteration or suspension of services due to strikes, civil disturbances, terrorism, government actions, blockades, or other authority mandates
- Illness, accidents, quarantines, or border closures
- Client dissatisfaction based on subjective expectations not linked to any actual failure in service delivery

### **Promotional Communications and Brochures**

All information contained in brochures, advertisements, the website, and other promotional materials is subject to reasonable adjustments. Material errors or unintentional omissions will not be considered a contractual breach if corrected in a timely manner and if they do not alter the essential nature of the service. Some images may be for reference only.

## **13. LIABILITY FOR INJURY, ILLNESS, OR DEATH**

### **a. Inherent Risks**

The client acknowledges that the activities offered by Darien Adventures—such as fishing, boating, and tourism in rural or jungle areas—carry inherent risks. The company will not be held responsible for injuries, illnesses, or even death resulting from:

- The use, maintenance, or operation of transportation, hotels, or services not directly managed by the company
- Reckless or negligent behavior by the client or third parties
- Acts of war, uprisings, terrorism, kidnappings, blockades, or similar events

### **b. Medical Expenses and Evacuation**

Any cost related to medical care, emergency evacuation, special transport, or repatriation will be the sole responsibility of the client. If Darien Adventures temporarily covers any of these costs, they will be treated as reimbursable expenses, to be fully charged to the client.

#### **14. DAMAGE TO COMPANY PROPERTY**

The client will be held responsible for any damage caused to equipment provided by the company. A fee ranging from USD \$200 to USD \$400 may be charged depending on the item and the extent of the damage or loss (e.g., rods and reels), unless the client proves otherwise.

The staff of Darien Adventures is neither authorized nor trained to provide medical diagnoses, prescribe medication, or administer treatments. Any advice, assistance, or care offered should be understood as a gesture of good faith and not as a professional responsibility of the company or its personnel.

#### **COMPLAINTS AND CUSTOMER SERVICE PROCEDURE**

Any dissatisfaction must be reported immediately to the designated person in charge during the execution of the service in order to seek an on-site solution. Darien Adventures will not be responsible for late complaints if no opportunity was given to resolve the issue in real time.

##### **Formal Procedure:**

If the disagreement persists, the client may submit a formal written complaint within ten (10) calendar days following the end of the trip. The complaint should include a detailed description of the events and any supporting documentation.

##### **Response Time:**

The company will respond to the complaint within a maximum of fifteen (15) business days, in accordance with Article 58 of Law 1480 of 2011. If the claim is partially or fully accepted, any refund will be issued after deducting reasonable administrative costs, which will be previously explained and justified.

#### **INVALID COMPLAINTS**

Complaints will not be processed if the client fails to follow the established procedure or if the complaint is based on subjective or unverifiable elements (e.g., "it didn't meet my expectations"), or on events caused by third parties not affiliated with Darien Adventures.

#### **USE OF IMAGE**

By accepting these terms, the client authorizes Darien Adventures to use photographs and videos taken during the experience for promotional purposes. This authorization may be revoked at any time in accordance with Law 1581 of 2012 on personal data protection.