Offeror: Zebra Fisgona SAS

This commercial proposal constitutes a commercial offer under the terms of article 846 of the C.Co. This offer includes the conditions under which tourist programs or packages will be offered. In case of being accepted by the recipient, the contractual relationship that will govern the provision of Zebra Fisgona SAS services to its client will be for all purposes.

## **TERMS AND CONDITIONS**

These Terms and Conditions are incorporated into each of the tourist programs or packages offered by Zebra Fisgona SAS. The tourist program or package is understood as a set of tourism products and / or services (accommodation, air tickets, transportation, excursions, food, etc.) contained within a global price.

#### 1. General:

In development of the provisions of article 17 of Law 679 of 2001, Zebra Fisgona SAS warns the tourist that the exploitation and sexual abuse of minors are criminally and administratively sanctioned, in accordance with current laws. Likewise, and in order to comply with Resolution 3840 of December 24, 2009 and according to Article 1 of Law 1336 of July 21, 2009, Zebra Fisgona SAS adopted a model Code of Conduct, in order to prevent and prevent the sexual exploitation of children and adolescents in tourism.

This commercial proposal will be valid for a maximum of 30 (thirty) calendar days from the date of its issuance.

Any modification or addition requested by the client will cancel this commercial proposal in its entirety and a new offer will be sent to the client.

# 2. Terms and conditions on purchased services:

The price stipulated for the contracted services strictly covers the scope of the services stated in this commercial proposal, anything that is not clearly stated, will not be included in the contracted service.

The price stipulated in this commercial proposal is confidential, it may not be published physically or electronically on any internet portal or other means of communication without the explicit and written authorization of Zebra Fisgona SAS

This proposal of services includes the accompaniment of local guides who will provide instructions, indications, information, recommendations and assistance to facilitate knowledge and enjoyment of destinations, sites and places of tourist interest. Local guides reserve the right to provide their services in the following cases:

When the client breaches any current Colombian law; consume psychoactive substances before or during the activity, is in a state of drunkenness; or when the professional guide feels physically, verbally or sexually assaulted.

The user is obliged to comply with the start and end times foreseen and previously informed by Zebra Fisgona SAS, in case the duration of the touristic program or package is extended for a period longer than the one initially hired, the additional hour will be charged whose value is related in this commercial proposal. By accepting this commercial proposal, the client authorizes the collection of the value of the additional services that are generated and authorizes Zebra Fisgona SAS to include them in its sales invoice.

## 2.1. Exclusivity of information use:

By approving this commercial offer, the client authorizes Zebra Fisgona SAS to:
Use the graphic material and audiovisual record developed during the tourist program or package on the website, networks and commercial portfolio of Zebra Fisgona SAS, without commercial purposes respecting the rights and good name of the client at all times.

In the case of a business tourism program or package, the client authorizes the use of their logo as a business reference in the website, networks and portfolio of Zebra Fisgona SAS. If different confidentiality conditions are required, the client must specify it when accepting the commercial proposal.

For all intents and purposes, it is understood that the audiovisual products developed in the tourist program or package constitute works protected by copyright and any use other than the one agreed upon must be authorized by Zebra Fisgona SAS.

Zebra Fisgona SAS will not sell or share your personal information to any third party. This document configures a license for exclusive use in favor of the client under the terms established above.

# 2.2. Reservations, Cancellations and Guarantees:

#### Reservations:

The value of this commercial proposal does not include VAT.

The collection of service proposals made in international functional currencies, will be made by means of a sales invoice in Spanish and in Colombian pesos (COP) to the TRM of the date of issuance of the document, relating as annotation its equivalent in international currency .

To guarantee the reservation of the program or tourist package of this commercial proposal, the 50% deposit must be paid at the time of confirmation of the service and the remaining 50% at the end of the services. Consignment in savings account Banco Davivienda 00880071 9117 in the name of Zebra Fisgona SAS, National appropriations must add \$ 10,000. According to decree 2646 of 2013, Art. 1: it is due generate a VAT exemption on tourist services provided to residents abroad that are used in Colombian territory.

### Cancellations:

Requests for changes to the reservation must be sent in writing at least 48 hours before the service to the email: zebrafisgona@gmail.com, Zebra Fisgona SAS reserves the right to establish the new date for the provision of the service according to its availability. Requests for reservation cancellations must be sent in writing at least 48 hours before the service to the email: zebrafisgona@gmail.com, if not received within the minimum period, the penalty for NO SHOW equivalent to 100% of the service will be applied. Cancellations received 1 day before the service will have a charge of 20% of the value, cancellations with 12 hours before will have a charge of 50% of the total value of the service. In case of NO SHOW 100% will be charged.

Zebra Fisgona SAS guarantees the reimbursement of the values paid to the customer as a result of cancellations due to circumstances of force majeure or fortuitous event: Accidents, strikes, raids, earthquakes, climatic or natural phenomena, security conditions, political factors, negotiation of entry permits, security matters, among others, discounting only the expenses that are caused or caused and that derive from the cancellation, such as: advances for reservations of places, tickets entry to tourist places, transportation among others.

By accepting this commercial proposal, the client authorizes the payment of the penalty for breach of the conditions reported. Refunds will be made no later than thirty (30) calendar days following the date on which the consumer canceled the service.

### Guarantee:

Zebra Fisgona SAS reserves the right to make changes in the places and suppliers associated with the provision of the service and the others that are necessary to guarantee the successful tour program or package contracted, so that at any time and without prior notice you may modify these services on the same or higher category as long as they benefit the user.

#### Disclaimer

By approving this offer:

The client releases Zebra Fisgona SAS from moral or legal responsibility for any damages or losses that may affect the participants during the development of the contracted tourist program or package, and expressly assumes all the risks that are generated in relation to the voluntary participation in it and in all the activities that take place in it.

The client waives and unloads any claim, compensation or claim against Zebra Fisgona SAS, its officials and / or related third parties, for damages, risks or results caused by causes and situations beyond the control of the touristic program or package. In case of being a business event, the client is responsible for the status of contributions and health coverage of their employees during the development of the tourism program or package.

### 4. Deliverables

The audiovisual and photographic record of the tour or activity will be sent by mail in a download link within the next 5 business days of the activity. This commercial proposal does not include editions, changes or printing of audiovisual material.