

## SERVICE PROVISION CONTRACT BETWEEN RUANA TOURS SAS AND THE CLIENT.

#### GENERAL CONDITIONS.

These "General Conditions" are governed by the rules of the civil, commercial and administrative regulations of the Republic of Colombia, especially Law 300/96 and regulatory decree 1075/97.

RUANA TOURS SAS, identified with NIT No. 901788547-7 and RNT No. 197990, hereinafter referred to as the "TRAVEL AGENCY", declares that it acts as an intermediary between THE CUSTOMER and the entities or persons in charge of providing air or land transportation, accommodation, food, tourist services or any other contracted service. In this sense, the "TRAVEL AGENCY" is not responsible for the failure of said entities in the execution of their obligations, nor for unforeseen events caused by strikes, weather conditions, delays, earthquakes, quarantines, as well as for material, personal or moral damages that the passenger may suffer due to loss, damage or theft of luggage, nor for accidents, illnesses or deaths.

THE CLIENT knows and accepts that any claim must be made directly to the person in charge of AA providing the contracted services, since the former and not the "TRAVEL AGENCY" is responsible for the satisfaction of the service.

## **DISCLAIMER CLAUSE**

The following content must be taken into account before deciding to purchase services, since it is based on it that the services are provided and the rights and obligations of both RUANA TOURS SAS and THE CLIENT are established, resulting in binding from the moment that THE CLIENT cancels all or part of the services marketed by RUANA TOURS SAS.

The responsibility of RUANA TOURS SAS regarding the quality of the service is limited solely and exclusively to the terms of each offer, taking into account the specific conditions of each provider, which are made known in a complete and timely manner to THE CLIENT for their understanding, accepting them in full with the first payment made for the services acquired.

The responsibility for the care and custody of personal items lies exclusively with THE CLIENT, unless they have been made available to the service provider for their care. If they carry valuable items, THE CLIENT must inform the service provider directly, in order to take all necessary care measures to protect said items; otherwise, any loss or damage suffered by said items must be assumed in their entirety by THE CLIENT without the possibility of requesting compensation or indemnification for damages.

If THE CLIENT fails to comply by not showing up or not using the agreed services, whatever the cause, the tourist service provider may, at its discretion, demand payment of the full price or established rate or retain the deposit or advance payment previously received from THE CLIENT, a situation which THE CLIENT is aware of and accepts from now on. The foregoing is applicable unless the

specific product or service purchased by THE CLIENT has different penalty limits, in which case the penalties, cancellation policies, no-show policies, etc. imposed by the contracted operator will apply, to which THE CLIENT is bound from the moment of making the reservation.

RUANA TOURS SAS assumes no responsibility for force majeure events such as accidents, strikes, riots, earthquakes, climatic or natural phenomena, security conditions, political factors, withdrawal of the traveler due to conduct that threatens the realization of the trip, denial of entry permits, decision of the destination country to prevent the entry or mobility of the traveler, death, health issues, acts of third parties, and any other event beyond the control of the "TRAVEL AGENCY", which could affect the execution or continuity of the trip.

For the respective refunds of money, the procedure will be governed by the law and the policies imposed by each service provider as appropriate.

RUANA TOURS SAS is also not responsible for personal or additional expenses to the specific plan incurred by THE CLIENT and the responsibility for damages or losses generated by his/her own incompetence, negligence, or fault will be his/her responsibility.

From now on, THE CLIENT authorizes RUANA TOURS SAS to make changes to the planned itineraries, travel dates, hotels of similar or higher category, transportation and any others that may be necessary in order to contribute to the development of the trip, either before the start or during the trip.

RUANA TOURS SAS and the service providers reserve the right to expel THE CLIENT when his/her conduct, which is disciplinarily and/or criminally reprehensible, creates inconveniences in the normal execution of the service and causes disturbance to third parties; it is understood that the conduct is reprehensible when it violates morality, public order and good customs; in such cases, THE CLIENT must assume at his/her own risk and expense the expenses generated by the exclusion from the program and will be the sole and exclusive responsible party for the claims for compensation and/or indemnification of damages made by affected third parties, including the service provider, holding RUANA TOURS SAS and the service providers harmless in such situation.

Program prices are subject to change without prior notice due to fluctuations in international currencies, government decisions, changes in taxes, fees or contributions that tax the services provided, among others, situations beyond the control of RUANA TOURS SAS and only the prices in effect at the time of issuance of airline tickets and vouchers for other services will apply, upon confirmation of purchase.

Advertising prices and quotes may fluctuate due to the changing availability of service providers, without liability of RUANA TOURS SAS for not having any interference.

The price announced in a currency other than the Colombian peso for land portion services may be paid in foreign currency; it may also be converted to Colombian pesos according to the TRM on the date of payment. In both forms of payment, the card transaction fee plus VAT will be added to the value of the reported and settled price. The price announced in a currency other than the Colombian

peso for airline tickets may be paid in foreign currency; it may also be converted to Colombian pesos according to the TRM on the date of payment.

RUANA TOURS SAS will inform you in a timely manner about the documentation and health requirements required for each destination.

The plans marketed do not include the processing of passports, visas or permits to leave the country and/or enter another State, and it is the exclusive responsibility of THE CLIENT to comply with the documentation requirements necessary to make the trip, as well as with the health requirements such as, for example, vaccination; therefore, the "TRAVEL AGENCY." recommends that THE CLIENT take all documentation precautions before acquiring tourist services, since neither it nor the operators are responsible for the non-execution of the services when it is attributable to THE CLIENT for this issue.

In the event of providing advice for the issuance of the documentation required for the trip, RUANA TOURS SAS is not responsible for the results of the procedure, since the granting of a passport, visa, or any type of entry permit, exit from the country, transit in another country, among others, is a discretionary decision of the competent government authority that issues them.

It is the sole and exclusive responsibility of THE CLIENT to carry and display at all times the documents required to make the trip and to guarantee the stay at the destination, because the authorities so require; it will also be his/her responsibility to carry authentic documents, to avoid any irregularities with the national authorities.

The exercise of the rights of withdrawal and cancellation is carried out in accordance with the corresponding regulations on aviation, namely, the Colombian aeronautical regulations "RAC 3" and the "Consumer Statute" Law 1480 of 2011.

Payments for services that THE CLIENT stops taking by personal decision once the trip has begun will not be refundable.

Refunds, if applicable, will be made within 30 calendar days following the request, and based on the policies adopted by each service provider. However, if the process takes longer due to reasons beyond the control of RUANA TOURS SAS, it will not recognize any interest on the amounts to be refunded.

In order to strengthen protection, the user may purchase insurance policies that contribute to the success of his or her trip. These products are subject to insurance and/or travel assistance contracts as appropriate, and will be executed in accordance with the policies, terms and conditions of the insurance agents.

RUANA TOURS SAS, in its capacity as an intermediary "TRAVEL AGENCY", will ensure that the provision of services operated by third parties is optimal and of quality as offered, providing THE CLIENT with all the collaboration and management to send to the providers the requests, complaints or claims that they wish to raise, before, during and after the execution of the services. However, in

the event of having any difficulty at the site of the service, THE CLIENT must notify the service provider directly and immediately, so that the provider can resolve the nonconformity expeditiously. The foregoing without prejudice to the notification that the user must make to RUANA TOURS SAS for the same.

The exploitation and abuse of minors are punishable by imprisonment, according to Colombian laws numbers 599 of 2000 and 679 of 2001. The trafficking and commercialization of wild fauna and flora, regional and/or national cultural assets, narcotic substances, acts of discrimination, among other behaviors that alter responsible and sustainable tourism, are prohibited.

THE CLIENT knows and accepts that, in the event of government provisions aimed at regulating the effects of Covid-19 and its social treatment, he/she must comply in a mandatory and uninterrupted manner with all biosafety protocols established by both RUANA TOURS SAS and the operators on site, where clear rules and guidelines are established regarding self-care, social distancing and rules for sharing spaces during certain contracted activities.

Responsibility for health and self-care is exclusively THE CLIENT'S, who will assume all risks associated with the pathology due to not complying with the protocols and measures imposed for personal and third-party care.

In the event of disregarding the biosafety regulations established by each provider, the operators may exclude THE CLIENT from the services and refuse to link him/her to the plans and programs, without this situation generating on the part of the "TRAVEL AGENCY" and/or the operator, a duty of indemnity or compensation for the user. If THE CLIENT fails to comply with the biosafety protocols, he/she will be subject to the legal consequences that this implies according to the legislation of each destination, keeping RUANA TOURS SAS and the operator harmless in this regard, and being responsible for the defense costs that may be required, as well as the fines or sanctions that may be imposed by the competent authority.

In the event that THE CLIENT shows symptoms associated with Covid – 19, he/she must adhere to the specifications of each provider, which include mandatory preventive isolation and immediate reporting to a medical center, in which case he/she must assume all expenses generated by accommodation, food, date changes with airlines, medical treatment, etc., for the 14 days or more that he/she must remain in mandatory isolation according to government biosafety protocols.

DESCRIPTION OF TERMS IN ANY OF THE PRODUCTS OR SERVICES OFFERED BY RUANATOURS SAS:

#### **ABOUT PAYMENTS:**

1.To avoid problems with payments, the buyer is informed that the seller will not be liable for payments made in a manner other than that mentioned and agreed in this contract. In particular, if the money is delivered in cash to the sales consultant of RUANATOUR SAS, the seller will not be liable for money that has not been recorded in its accounting records. The seller, the consultant, the legal representative of the company or the one who has a PQR, which can be sent to the email PQRS@ruanatours.com , must inform our company of any claim related to payments.

#### **CANCELLATIONS:**

- 1.At any time, the user may cancel the requested and contracted services and will be entitled to a refund of the deposit provided that the contracted program does not have conditions that indicate otherwise. In the event of cancellation of airline tickets, the regulations of the airlines and the competent bodies (IATA) will be observed. In the case of operations on chartered flights, the cancellation clauses are those that apply to the program.
- 2. At any time, the user may cancel the requested and contracted services and will be entitled to a refund of the deposit as long as the contracted program does not have conditions that indicate otherwise. (For more information, consult the Ruana Tours SAS penalty table). (only applies to services offered by Ruana Tours SAS, for example tour packages, translator, driver, manager, among others)

DATE CHANGE: The client may change the date of their trip up to 72 hours before their arrival. These changes are subject to the availability of the services required on the date of the change and may be subject to a penalty. For changes in flight dates, hotel reservations or other reservations that do not depend on the travel agency, you will have to consult it directly with the provider (Applies only to services offered by ruana tours).

#### AGREEMENT:

- 1. By requesting registration in any travel program or tourist package marketed by this Travel Agency, the client and/or passenger declares that he/she knows and approves all the terms of these "General Conditions", which are available to be printed, as well as the special conditions described in the travel program or in the specific travel project.
- By requesting registration in any tourist program marketed by Ruana Tours, the client declares
  that he/she knows and approves all the terms of these "General Conditions", which are available to
  be printed.

**AGAINST CHILD PORNOGRAPHY:** In accordance with Law 679 of August 3, 2001 issued by the Congress of the Republic of Colombia, which dictates provisions to prevent and counteract the exploitation, pornography and sexual tourism with minors, all persons must prevent, block, combat and report the exploitation, hosting, use, publication, dissemination of images, texts, documents, audiovisual files, improper use of global information networks, or the establishment of telematic links of any kind related to pornographic material or alluding to sexual activities of minors. Pursuant to the provisions of Article 17 of Law 679 of 2001, RUANA TOURS SAS warns tourists that the exploitation and sexual abuse of minors in the country are subject to criminal and administrative sanctions, in accordance with current laws.

**RIGHT OF WITHDRAWAL AND CANCELLATION:**Withdrawal: In the case of sales by non-traditional or distance means, the passenger may withdraw from the sale of the airline ticket as long as he does so within five (5) business days following the purchase, provided that more than five (5) business

days have elapsed since the date of the flight. Withdrawal: The client may withdraw from the airline ticket as long as he requests this right up to 24 hours before the first flight of his itinerary, provided that the tariff rule allows it and does not establish that the ticket is non-refundable.

In relation to the land portion (accommodation, car rental, transfers, among others), the right of withdrawal contemplated in Law 1480 of 2011 applies. In case of withdrawal, the refund process will be advanced with the Airline or supplier. The penalties and discounts established by the Airline or supplier apply. The administrative fee and representation expenses are not refundable. (in case of cancellation of flights and hotels, contact the airline and the accommodation directly. RUANA TOURS SAS is not responsible for the cancellation and refund policies of the Airline and Accommodation, car rental, transfers, among others, since RUANA TOURS SAS is only an intermediary between THE BUYER and THE SERVICE PROVIDER)

**DOCUMENTATION:** All passengers must carry the necessary personal documentation. The Operator declines all responsibility for information, withdrawal and rejection of visas. The user is responsible for the documents provided to him by the Operator.

**LUGGAGE:** In land transport, the Operator expressly denies all liability in the event of loss, damage or theft for any reason. We recommend that passengers witness the handling, loading and unloading of luggage. In air transport, IATA (International Air Transport Association) regulations will apply.

**UNACCOMPANIED MINORS:**(Scheduled flights). For the purposes of air transport, a minor is a person who has not reached the age of 18 on the date of the flight.

- \* BABY/INFANT (INF): A minor who has not yet turned 2 years old on the date of the flight. He/she travels without occupying a seat, accompanied by a person over 18 years of age, paying a variable percentage of the adult fare.
- \* CHILD (CHD): A minor who has reached the age of 2 but has not turned 12 on the date of the flight and always travels accompanied by a person over 18 years of age. Travels occupying a seat.
- \* YOUNG PASSENGER (YP): A minor who has reached the age of 12 but has not reached the age of 18 on the date of the flight and is travelling unaccompanied and/or with assistance on the flight if necessary. They travel by paying the adult fare.

Limits on minors per adult. Regular flight companies usually accept a maximum of: A BABY (INF).

An INFANT (INF) and a CHILD (CHD) under 5 years of age.

Two CHILDREN (CHD) under 5 years of age.

To fly with more than two CHILDREN (CHD) between 5 and 12 years old, you will have to consult with the airline operating the flight.

Exceptionally (always check with the airline in question) two INFANTS (INF) may be accepted for each adult passenger, provided that one travels in the adult passenger's arms and the second in an approved car seat, occupying the seat next to the passenger. The rate to be applied for the INFANT occupying the seat will be the same as that for a CHILD (CHD). Other restrictions should be checked with the advisor.

Flights on low-cost airlines: The regulations of low-cost airlines generally require that all children under 14 years of age must always travel accompanied by an adult and properly documented with a PASSPORT. In the event of non-compliance with these regulations, these children under 14 years of age will be denied boarding.

**CLAIMS:**They must be made in writing or via email, under the signature of THE CLIENT within 8 days following the completion of the service provided or immediately after the irregularity occurs.

"ECONOMY WITH RESTRICTIONS" AIR FARE: When the buyer chooses the "Restricted Economy" fare, unless otherwise indicated, this is a fare in which changes, cancellations or refunds of the reservation amount are not permitted (except by paying any penalty set by the airline according to the applied fare). This means that the ticket may not be used in a manner other than that contracted, including trying to use the return flight without having previously used the outbound flight.

**ADMINISTRATIVE FEE:** An administrative fee is charged per passenger and the value varies according to the purchase process used and an administrative fee for sales in offices and reservation centers, which is not refundable and in case of changes or modifications that require changing the ticket, said fee will be charged again.

MONEY LAUNDERING AND TERRORISM FINANCING: RUANA TOURS SAS declares that it is not on any list established locally or internationally for the control of money laundering and terrorist financing; likewise, in application of the Money Laundering Prevention System, it will verify that its subcontractors, suppliers, members of the board of directors or board of partners, its legal representatives, its fiscal auditor, clients and passengers are not on said lists either.

THE CLIENT knows, understands and accepts voluntarily and unequivocally that RUANA TOURS SAS in compliance with its legal obligation to prevent and control money laundering and the financing of terrorism, following the jurisprudence of the Constitutional Court on the matter, and because it constitutes an objective cause, may terminate, unilaterally and without prior notice, the provision of services when its name has been included in international lists such as the UN or OFAC, the latter commonly called the Clinton list.

Likewise, it may be terminated when THE CLIENT being a natural person: i-Register a person included in any of these lists;

ii- The competent authorities have convicted him for conduct related to illicit activities and/or related to money laundering, the financing of terrorism and/or any of the related crimes covered by the Colombian Penal Code and/or the regulations that modify, add to or complement it.

**HABEAS DATA**: As the owner of the information, acting freely and voluntarily, I expressly and irrevocably authorize RUANA TOURS SAS or whoever represents its rights, to consult, request, supply, report, process and disclose all information that refers to my credit, financial, commercial or service behavior, to third parties or to the CIFIN SA and/or CYBERSOURCE and/or TRANSUNIÓN SA Information Center or similar entities in other countries, generating a query footprint.

**DATA PROTECTION**: This website, in accordance with the provisions of Law 1266 of 2008, implements its data protection policy, which seeks to guarantee the protection and storage of databases containing personal or socially relevant information and not violate the fundamental rights of our clients.

#### PRIVACY POLICY AND PROCESSING OF PERSONAL DATA.

#### GENERAL CONSIDERATIONS.

Aware of the importance of the protection and proper management of personal information provided by its owners, RUANA TOURS SAS, who acts as the controller of the information received, has designed this policy and procedures that together allow for appropriate use of your personal data.

In accordance with the provisions of Article 15 of the Colombian Political Constitution, which establishes the fundamental right to habeas data, that is, the right of all citizens to know, update and rectify personal data that exists about them in databases and files, both public and private, there is an obligation with the management and treatment of information that recipients of personal information must take into account.

This right has been developed through the issuance of Statutory Law 1581 of 2012 and the Regulatory Decree 1377 of 2013, based on which RUANA TOURS SAS, as the CONTROLLER of the personal data it receives, handles and processes the information and thus proceeds to issue this personal data processing policy. The provisions of this personal data processing policy are binding on RUANA TOURS SAS, its managers, employees, contractors and third parties with whom it establishes relations of any kind.

#### **DEFINITIONS:**

**Authorization:**Prior, express and informed consent of the data subject to carry out the processing. This may be written, verbal or through unequivocal conduct that allows a reasonable conclusion to be drawn that the data subject has granted authorization.

**Database:**It is the organized set of Personal Data that is subject to processing, electronic or not, regardless of the modality of its formation, storage, organization and access.

**Consultation:**Request from the data owner or from persons authorized by the owner or by law to know the information held about him or her in databases or files.

**Personal information:**Any information linked to or that can be associated with one or more specific or identifiable natural persons. This data is classified as sensitive, public, private and semi-private.

**Sensitive personal data:**Information that affects the privacy of the person or whose misuse may lead to discrimination, such as those that reveal racial or ethnic origin, political orientation, religious or philosophical beliefs, membership in unions, social organizations, human rights organizations or

that promote the interests of any political party or that guarantee the rights and guarantees of opposition political parties, as well as data relating to health, sexual life and biometric data (fingerprints, among others). For the purposes of this policy, RUANA TOURS SAS warns of the optional nature of the owner of the personal data to provide this type of information in cases where it may be requested.

**Public personal data:**This is the data classified as such according to the mandates of the law or the Political Constitution and all those that are not semi-private or private. Among others, the data contained in public documents, public records, official gazettes and bulletins and duly executed court rulings that are not subject to reservation, those relating to the civil status of persons, their profession or trade and their status as a merchant or public servant are public. The personal data existing in the commercial register of the Chambers of Commerce are public.

Likewise, public data is data that, by virtue of a decision by the owner or a legal mandate, is found in freely accessible and consultable files. This data can be obtained and offered without reservation and regardless of whether it refers to general, private or personal information.

**Private personal data.** This is data that, due to its intimate or reserved nature, is only relevant to the person who owns the data. Examples: merchants' books, private documents, information obtained from a home inspection.

Semi-private personal data. Semi-private data is data that is not of an intimate, reserved, or public nature and whose knowledge or disclosure may be of interest not only to its owner but also to a certain sector or group of people or to society in general, such as, among others, data relating to the fulfillment and non-fulfillment of financial obligations or data relating to relations with social security entities.

Data Controller:Person who, alone or in association with others, decides on the database and/or the processing of data.

Data controller: Person who processes data on behalf of the data controller.

Being "Authorized" is for RUANA TOURS SAS and all persons under its responsibility, who by virtue of the authorization and the Policy have the legitimacy to submit the personal data of the owner to treatment. The Authorized includes the gender of the Authorized. "Authorization" or being "Authorized" is the legitimation that RUANA TOURS SAS expressly and in writing grants to third parties, by means of a contract or document that takes its place, in compliance with the applicable law, for the treatment of personal data, converting such third parties into those in charge of the treatment of the personal data delivered or made available.

**Claim:**Request from the data owner or persons authorized by him or her or by law to correct, update or delete their personal data or when they notice that there is an alleged breach of the data protection regime, according to Article Art. 15 of Law 1581 of 2012.

**Data owner:**It is the natural person to whom the information refers.

**Treatment:**Any operation or set of operations on personal data, such as, but not limited to, the collection, storage, use, circulation or deletion of such information.

**Transmission:**Processing of personal data that involves the communication of the same within (national transmission) or outside Colombia (international transmission) and that has as its object the performance of a treatment by the person in charge on behalf of the person responsible.

**Transfer:**Data transfer occurs when the person responsible for and/or in charge of processing personal data, located in Colombia, sends the information or personal data to a recipient, who in turn is responsible for the processing and is located within or outside the country.

**Procedural requirement:**The owner or successor in title may only file a complaint with the Superintendency of Industry and Commerce once he or she has exhausted the consultation or claim process with the person responsible for the treatment or in charge of the treatment, the above according to Article 16 of Law 1581 of 2012.

## PRINCIPLES FOR THE PROCESSING OF PERSONAL DATA

The processing of personal data must be carried out in compliance with the general and special regulations on the subject and for activities permitted by law. Consequently, the following principles apply for the purposes of this policy:

**Principle of legality:**Data processing is a regulated activity that must be subject to the provisions of the law and other provisions that implement it.

**Principle of purpose:** The treatment must obey a legitimate purpose in accordance with the Constitution and the Law.

**Principle of freedom:**The processing may only be carried out with the prior, express and informed consent of the owner. Personal data may not be obtained or disclosed without prior authorization, or in the absence of a legal or judicial mandate that waives consent.

**Principle of truthfulness or quality:** The information subject to processing must be true, complete, accurate, up-to-date, verifiable and understandable. The processing of partial, incomplete, fractional or misleading data is prohibited.

**Transparency principle:**In the processing of data, the right of the data subject to obtain from the data controller, at any time and without restrictions, information about the existence of data concerning him or her must be guaranteed.

**Principle of restricted access and circulation:** The processing is subject to the limits arising from the nature of the personal data, the provisions of the law and the Constitution. In this regard, processing may only be carried out by persons authorized by the owner and/or by the persons provided for by law.

**Safety principle:**The information subject to processing by the Data Controller or Data Processor referred to in this law must be handled with the technical, human and administrative measures necessary to ensure the security of the records, avoiding their adulteration, loss, consultation, use or unauthorized or fraudulent access.

**Confidentiality principle:**All persons involved in the processing of personal data that are not public in nature are obliged to ensure the confidentiality of the information, even after their relationship with any of the tasks that comprise the processing has ended, and may only provide or communicate personal data when this corresponds to the development of the activities authorized in this law and in the terms thereof.

#### RIGHTS OF DATA OWNERS.

In accordance with current legal provisions, the following are the rights of the holders of personal information:

Right to know, update, rectify, consult your personal data at any time with RUANA TOURS SAS regarding data that you consider partial, inaccurate, incomplete, fractional and those that lead to error.

Right to request at any time proof of the authorization granted to RUANA TOURS SAS except in those cases in which the controller is legally exempt from having authorization to process the data of the owner.

Right to be informed by RUANA TOURS SAS, upon request of the data owner, regarding the use that has been given to the data.

Right to submit to the Superintendence of Industry and Commerce the complaints that you consider pertinent to assert your right to Habeas Data.

Right to revoke authorization and/or request the deletion of any data when you consider that RUANA TOURS SAS has not respected your constitutional rights and guarantees.

Right to access free of charge the personal data that you voluntarily decide to share with RUANA TOURS SAS

The information and/or personal data that we collect from you are the following:

## Type of person:

<u>Natural</u>: first and last names, type of identification, identification number, gender, marital status and date of birth, email, financial data (bank accounts).

<u>Legal</u>: company name, NIT, address, telephone, cell phone, email, country, city, financial data (bank accounts).

Information necessary to facilitate travel or other services, including preferences such as travel class, passenger names and surnames (type of document, document number, date of birth, first name, last name, gender, email, nationality, passport expiration date), contacts in case of accident or any other anomaly (first and last names, telephone number).

**Cardholder information:**type of document, document number, telephone, address, email, names, card number, expiration date and bank.

Request for quotation:names, surnames, telephone numbers, city and email.

**Travel information:**type of request, destination, departure date, duration, number of adults, number of children, hotel category, food, additional services, transportation service, budget per person.

I evaluated our site: Your opinion is very important for us to continuously improve our customer service channels: names, surnames, email, telephone numbers and city.

Claim Request:names, surnames, identification number, address, telephone numbers, city, email and comments.

Technical problem reporting:names, surnames, address, telephone numbers, city, email and comments.

**Biometric data:**images, video, audio, fingerprints that identify or make identifiable our clients, users or any person who enters or is located or transits in any place where RUANA TOURS SAS has implemented devices to capture such information.

These data may be stored and/or processed on servers located in data processing centers, whether our own or contracted with suppliers, located in different countries, which is authorized by our clients/users, by accepting this policy for the treatment and protection of personal data.

#### TREATMENT, SCOPE AND PURPOSES

Holders are informed that the data collected, whether belonging to the client, contractors and/or suppliers, may be used for the following purposes:

- The support of the contractual relationship established with RUANA TOURS SAS
- The provision of services related to the products and services offered.
- The completion of all activities related to the service or product will be included in an email list for sending the newsletter.
- Send information about changes in the conditions of the services and products purchased, and notify you about new services or products.
- Manage your requests, clarifications, and investigations.
- Develop studies and programs that are necessary to determine consumer habits.

- Fine-tuning security filters and business rules for commercial transactions; confirming and processing such transactions with your financial institution, with our service providers and with yourself.
- Conduct periodic evaluations of our products and services in order to improve their quality.
- The sending, by traditional and electronic means, of technical, operational and commercial information on products and services offered by RUANA TOURS SAS, its partners or suppliers, currently and in the future.
- The request for satisfaction surveys, which you are not obliged to answer.
- Carry out the transmission and/or transfer of data to other companies, business alliances or third parties in order to comply with the obligations acquired. The transmission and transfer may even be carried out to third countries that may have a different level of protection than Colombia, when necessary for the fulfillment of our obligations.
- To comply with obligations contracted by RUANA TOURS SAS with its clients when acquiring
  our services and products.
- Respond to queries, requests, complaints and claims made by supervisory bodies and other authorities that, pursuant to applicable law, must receive personal data.
- Any other activity of a similar nature to those described above that is necessary to develop
  the corporate purpose of RUANA TOURS SAS
- Conduct queries in different databases and authorized sources (such as OFAC, UN lists, among others) necessary for the control and prevention of fraud or crimes related to money laundering, in accordance with our prevention and risk management policies SARLAFT.

The processing may be carried out by RUANA TOURS SAS directly or through its contractors, consultants, advisors and/or third parties in charge of processing personal data, so that they can carry out any operation or set of operations such as the collection, storage, use, circulation, deletion, classification, transfer and transmission (the "Processing") on all or part of your personal data.

#### NATIONAL OR INTERNATIONAL TRANSFER OF PERSONAL DATA

Data may be transferred to other data controllers when authorized by the owner of the information or by law or by an administrative or judicial order.

Data may also be sent or transmitted to one or more persons in charge located within or outside the Republic of Colombia in the following cases: a) When there is authorization from the owner and b) when, without having the authorization, there is a data transmission contract between the responsible party and the person in charge.

## **DUTIES OF THE DATA CONTROLLER:** The following are the duties:

- Guarantee the holder, at all times, the full and effective exercise of the right to habeas data.
- Request and retain, under the conditions provided for in this law, a copy of the respective authorization granted by the owner.
- Properly inform the owner of the purpose of the collection and the rights granted to him by virtue of the authorization granted.

- Keep the information under the necessary security conditions to prevent its adulteration, loss, consultation, unauthorized or fraudulent use or access.
- Process gueries and complaints made under the terms set out in this law.
- Adopt an internal manual of policies and procedures to ensure proper compliance with this law and, in particular, to address queries and complaints.
- Inform the owner, upon request, about the use given to his/her data.
- Inform the data protection authority when security code violations occur and there are risks in the management of data subject information.
- Comply with the instructions and requirements issued by the Superintendency of Industry and Commerce.

## DUTIES OF DATA PROCESSORS: The following are the duties:

- Guarantee the holder, at all times, the full and effective exercise of the right to habeas data.
- Keep the information under the necessary security conditions to prevent its adulteration, loss, consultation, unauthorized or fraudulent use or access.
- Carry out the timely updating, rectification or deletion of data in accordance with the terms
  of this law.
- Update the information reported by those responsible for the treatment within five
   (5) business days counted from receipt.
- Process queries and complaints made by the owners in accordance with the terms set out in this law.
- Adopt an internal manual of policies and procedures to ensure proper compliance with this law and, in particular, to address queries and complaints from the owners.
- Refrain from circulating information that is being disputed by the owner and whose blocking
  has been ordered by the Superintendency of Industry and Commerce.
- Allow access to information only to people who can access it.
- Inform the Superintendency of Industry and Commerce when security code violations occur
  and there are risks in the management of the information of the holders.
- Comply with the instructions and requirements issued by the Superintendency of Industry and Commerce.

#### PETITIONS, COMPLAINTS AND CLAIMS

For the purposes of receiving requests, complaints and queries related to the management and processing of personal data, the email pqrs@ruanatours.com has been designated, and from there they will be channeled, studied and answered as follows:

**CONSULTATIONS:** The owners or their successors in title may consult the owner's personal information that is in our database. RUANA TOURS SAS will provide them with all the information contained in the individual record or that is linked to the owner's identification. The query will be answered within a maximum period of ten (10) business days from the date of receipt of the same. When it is not possible to answer the query within said period, the interested party will be informed, and the date on which his query will be answered will be indicated, which in no case may exceed five (5) business days following the expiration of the first period.

**CLAIMS:** The owner or his successors who consider that the information contained in a database should be corrected, updated or deleted, or when they notice the alleged non-compliance of any of the duties contained in the law, may file a claim with RUANA TOURS SAS, which will be processed under the following rules:

The claim shall be made by means of a request addressed to RUANA TOURS SAS with the identification of the owner, the description of the facts that give rise to the claim, the address, and accompanying the documents that the claimant wishes to assert. If the claim is incomplete, RUANA TOURS SAS will require the interested party within five (5) days following receipt of the claim to correct the deficiencies. After two (2) months from the date of the request, if the applicant does not submit the required information, it will be understood that the claim has been withdrawn.

Once the complete claim has been received, a legend stating "claim in process" and the reason for the claim will be included in the database within a period of no more than two (2) business days. This legend must be maintained until the claim is decided.

The maximum term to address the claim will be fifteen (15) business days counted from the day following the date of receipt. When it is not possible to address the claim within said term, the interested party will be informed and the date on which the claim will be addressed will be indicated, which in no case may exceed eight (8) business days following the expiration of the first term.

In any case, the owner or successor may only file a complaint before the Superintendency of Industry and Commerce once the consultation or claim process has been exhausted before RUANA TOURS SAS

The area responsible for receiving and processing claims is the Information Security Management.

The request for deletion of information and revocation of authorization will not proceed when the owner has a legal or contractual obligation to remain in the database.

DATA OF THE PERSON RESPONSIBLE FOR THE PROCESSING

Company name: RUANA TOURS SAS Address: Bogotá DC Colombia.

Email: info@ruanatours.com Telephone +57-300-619-1057

/ +18134301881

Website:

www.ruanatours.com



## **PENALTIES**

Detail	Days in advance	Cost per person	Notices
Name Change	Up to 30 days before the travel date	\$60,000 cop	Any name change made 30 days before the travel date is valid, paying 20% of the value of the package or service per person
Name Change	Within 29 and 0 days before the travel date	100% of the total value of the package or service plan	Any name change made between 29 and 0 days before the trip is applied as part of the travel cancellation policy.
Date change	Up to 30 days before the travel date	20% of the total value of the package or Service Plan	Any date change made 30 days before the travel date is valid, paying 20% of the total value of the package or service plan per person + readjustment of the rate and current taxes.
Date change	Date change Within 29 and 20 days before the travel date	50% of the total value of the package or Service Plan	Any date change made between 29 and 20 days before the travel date is valid, paying 50% of the total value of the package or Service Plan per person + adjustment of the rate and current taxes.
Date change	Within 19 and 0 Days before the travel date	100% of the total value of the package or Service Plan	Any date change made between 19 and 0 days before the trip is applied as part of the trip cancellation policy.
Open Date	Up to 30 days before the travel date	Only applies to reservations that have a payment equal to or greater than \$2,5,000 cop	Any date change made 30 days before the travel date is valid, paying 10% of the total value of the package or Service Plan per person + readjustment of the rate in force at the time of reactivation
Open Date	Up to 30 days before the travel date	If the reservation has been paid for less than \$2,500,000 cop , it does not apply to the open date.	Unless they have some calamity support, issued by a competent entity; Otherwise, the client may request a refund of money (if any) applying the respective penalty according to the cancellation times.
Open Date	Within 29 and 0 Days before the travel date	Does not apply after the respective issuance is made	Does not apply after the respective issuance is made
Passenger cancellation and/or trip cancellation	Up to 30 days before the travel date	20% of the value of the package or Service Plan	Any cancellation made 30 days before the travel date is valid, paying 20% of the total value of the package or service plan per person + rate adjustments and current taxes apply *
Passenger cancellation and/or trip cancellation	Within 29 and 20 days before the travel date	50% of the total value of the package or Service Plan	Any cancellation made between 29 and 20 days before the travel date is valid, paying 50% of the total value of the package or service plan per person + rate adjustments and current taxes apply *



# **PENALTIES**

Details	Days in Advance	COST PER PERSON	Notices
Passenger	Within 19 and 0 days		Any cancellation made between 29 and 20 days
cancellation and/or	before the travel date	100% of the value	before the travel date is valid, paying 50% of the
trip cancellation		of the package or	total value of the package or service plan per
		Service Plan	person + rate adjustments and current taxes
			apply *
			Any passenger who does not show up, or who
		100% of the total	leaves early, will pay 100% of the value of the
NO SHOW		value of the	p <mark>acka</mark> ge or service plan.
	NO SHOW	package or Service	
		Plan	
In addition to the penalties, any change in date,			
name, reduction or addition of passengers,			Any change or cancellation request must be
generates the repayment of the fare (increase),			made in writing. WITHOUT EXCEPTION.
for which the client must assume the value of			
the fare changes.			
When the rate is promotional, it is non-			The passenger may make a request for a full
refundable unless one of the following		Cancellations 24	refund within the first 24 hours of the purchase,
exceptions applies:		hours after	as long as the trip is not within the next 7
		purchase	calendar days when the request is made.
			The right to retract within the following (5)
1/4/			calendar days, upon completion of this contract,
			which will terminate it and the amount paid
		Retract	must be returned, by the same means by which
			the payment was made, except that the tourist
			services are already cancelled.

TOURS