



Awake.Travel

TERMS & CONDITIONS  
AWAKE.TRAVEL

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# Table of Contents.

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|---|----|
| <b>1.</b> Awake .Travel – Tour Operator and Travel Agency .....   | 01 |
| <b>2.</b> Acceptance of Terms and Conditions by the Client .....  | 01 |
| <b>3.</b> Requirements to Be Met by the Client .....  | 02 |
| <b>4.</b> Services Offered Through the Website www.awake.travel .....   | 03 |
| <b>5.</b> Service Reservations.....   | 04 |
| <b>5.1.</b> Service Cancellation by the Client .....  | 04 |
| <b>5.1.1</b> Modification or Rescheduling of the Reservation.....   | 09 |
| <b>5.1.2</b> Tickets – Flights.....   | 11 |
| <b>5.2.</b> Cancellation and/or Modifications of Trips<br>by AWAKE.TRAVEL Before Their Commencement .....                 | 13 |
| <b>5.3.</b> Cancellation and/or Modifications of Trip Conditions<br>by AWAKE.TRAVEL After They Have Commenced .....       | 14 |
| <b>6.</b> Price, Deposit, and Final Payment.....  | 15 |
| <b>6.1</b> Inclusions in Service Prices .....   | 16 |
| <b>6.1.1.</b> Inclusion of Vehicles and/or Equipment in Services .....  | 16 |
| <b>6.1.2.</b> Client-Owned Vehicle and/or Equipment.....  | 16 |
| <b>6.1.3.</b> Client Accommodation .....  | 16 |
| <b>6.1</b> Inclusions in Service Prices .....   | 17 |
| <b>6.1.1.</b> Inclusion of Vehicles and/or Equipment in Services.....   | 17 |
| <b>7.</b> Exclusions from the Price.....  | 18 |
| <b>7.1.</b> Baggage.....  | 18 |
| <b>7.2.</b> Ownership of Multimedia Material.....   | 18 |
| <b>8.</b> Payment Method .....  | 18 |
| <b>9.</b> Required Valid Documentation.....   | 18 |
| <b>10.</b> Liability.....   | 19 |
| <b>11.</b> AWAKE.TRAVEL as an Intermediary Marketer.....  | 20 |
| <b>12.</b> Risks .....  | 21 |
| <b>13.</b> Air or Ground Transportation Contracted by AWAKE.TRAVEL .....  | 22 |
| <b>14.</b> Changes to Trip Conditions Due to Weather,<br>Traveler Safety Risks, or Any Other Event of Force Majeure ..... | 23 |
| <b>15.</b> Travel Insurance Policies .....  | 23 |
| <b>16.</b> Authorization for the Processing of Personal Data.....   | 23 |

This document constitutes a Master Agreement, which governs the provision of services by LOS VIAJES DEL BOGA S.A.S. to its CLIENTS. These terms shall always be integrated with the offers published on the website WWW.AWAKE.TRAVEL

. Accordingly, this document establishes the general conditions for the execution of the services offered and contracted by CLIENTS, as specified in the selected offers.

## 1. Awake.Travel – Tour Operator and Travel Agency

LOS VIAJES DEL BOGA S.A.S. (hereinafter referred to as AWAKE.TRAVEL, a trademark registered with the Superintendence of Industry and Commerce) is a legally incorporated company in Colombia, identified with Tax ID No. 900.619.925-0 and RNT 32135. Its primary corporate purpose is to design, market, and promote tourism packages, expeditions, and nature and adventure travel experiences in Colombia (hereinafter referred to as an EXPEDITION or TRIP), targeting both domestic and international CLIENTS.

All trips offered by AWAKE.TRAVEL are operated by third parties—individuals or legal entities—who are logistically and legally independent from the Company. As such, these third parties bear sole legal responsibility for the risks associated with each trip or expedition. In this regard, AWAKE.TRAVEL acts exclusively as an intermediary between travelers and operators. Exceptionally, AWAKE.TRAVEL may directly operate certain trips or expeditions.

## 2. Client's Acceptance of Terms & Conditions

By accessing the website and/or any of the services offered by AWAKE.TRAVEL, the CLIENT is deemed to have full knowledge of the content of the offers made by AWAKE.TRAVEL and to be aware and well-informed of the timeframes, modalities, and conditions of each service at the time of booking.

In case of doubt, the CLIENT must contact AWAKE.TRAVEL prior to purchasing any service, at [info@awake.travel](mailto:info@awake.travel), since once a service has been booked, it cannot be canceled or modified, except under the exceptions described below.

Once AWAKE.TRAVEL confirms the provision of the service, it will be solely responsible for interpreting the content of the offers published on the website, supported by any clarifying

## Access, Registration, Booking, and Purchase

By accessing, registering, booking, or purchasing through the AWAKE.TRAVEL website ([www.awake.travel](http://www.awake.travel)), the CLIENT is deemed to have tacitly accepted these Terms & Conditions. Acceptance of these Terms & Conditions implies that the CLIENT acknowledges and assumes the level of risk involved in all activities offered by AWAKE.TRAVEL, which are freely undertaken by the CLIENT. Accordingly, the CLIENT accepts full responsibility for any damages suffered personally or caused to third parties during the execution of such activities.

Prior to contracting any service, the CLIENT is required to review the Specific Terms & Conditions established by partner operators, as the contractual relationship will be governed both by these General Terms & Conditions and by the Specific Terms & Conditions of each operator. AWAKE.TRAVEL assumes no responsibility or liability for the specific conditions set forth by its partner operators in the provision of travel services.

### 3. Client Requirements

Clients under the age of 18 must be accompanied by their parents, who must sign all documents on their behalf, or by a responsible adult duly authorized in writing by a legal guardian.

Additionally, AWAKE.TRAVEL requires CLIENTS to provide information through a medical form to be completed prior to any TRIP or EXPEDITION, as well as certain documents proving their medical condition and ability to participate in the services. It is the CLIENT's responsibility to provide AWAKE.TRAVEL with any additional information they consider relevant to certify their health, capabilities, or any significant medical condition.

AWAKE.TRAVEL declares that the only source of information it will have access to is that provided directly by CLIENTS, which will always be presumed accurate, complete, and timely. Any failure to provide truthful, complete, and timely information will release AWAKE.TRAVEL from all liability and will nullify the contract between the Company and the noncompliant client.

The CLIENT who books a service or trip with AWAKE.TRAVEL must have their own health insurance covering expenses for illness, accidents, or any other situation.

The CLIENT's health insurance must remain valid and provide sufficient coverage for any situation that may arise during the trip. AWAKE.TRAVEL may require proof of such insurance before the trip begins. By contracting services with AWAKE.TRAVEL, it is understood that the CLIENT holds valid insurance with adequate coverage to handle any situation that may occur during the course of the service.

#### 4. Services Offered through [www.awake.travel](http://www.awake.travel)

The Company offers the CLIENT the following services through its website:

**4.1.** Services marketed exclusively by AWAKE.TRAVEL, which are operated by THIRD PARTIES (partner operators of AWAKE.TRAVEL).

**4.2.** Services both marketed and operated by THIRD PARTIES, in which case AWAKE.TRAVEL acts as a commercial agent and supports the CLIENT with all formalities involving THIRD PARTIES.

To access any of the above services, the CLIENT must request the service of their choice from AWAKE.TRAVEL by completing and submitting the service request forms provided on the website, or by email, phone call, or any other means that allows AWAKE.TRAVEL to understand the trip desired by the CLIENT.

If there are no pre-designed trips available from AWAKE.TRAVEL for the requested destination, the CLIENT may design their own trip according to their preferences.

For the purposes of this document, the CLIENT and AWAKE.TRAVEL recognize two types of offers:

**A.** STANDARD OFFERS: These are offers published by AWAKE.TRAVEL on its website, which the CLIENT accepts along with the specific terms and conditions expressly stated therein.

**B.** CUSTOMIZED OFFERS – TAILOR-MADE TRIPS: These are offers designed specifically by AWAKE.TRAVEL for a particular CLIENT, which extend, modify, or complement the standard offers.

## 5. Service Reservations

To reserve any service, the CLIENT must complete and submit the “RESERVATION FORM” or any other “FORMS” established by AWAKE.TRAVEL on its website. When booking one or more services through AWAKE.TRAVEL, the CLIENT must pay: (i) the price or rate set by the partner operator, (ii) any applicable taxes, fees, and/or fiscal charges on the marketed service, and (iii) the management fee for AWAKE.TRAVEL’s intermediation service.

A reservation will only be considered finalized once AWAKE.TRAVEL accepts the service request submitted by the CLIENT and the CLIENT has paid an initial deposit of 50% of the total trip cost. If the trip includes airfare, the CLIENT must pay 100% of the ticket price plus 50% of the land portion. The total payment for the experience must be made at least thirty (30) days prior to the trip date; failure to make full payment within this period will be considered a cancellation.

AWAKE.TRAVEL reserves the right to decline service requests from CLIENTS who do not meet the company’s requirements or whenever the requested service exceeds, in any way, AWAKE.TRAVEL’s operational capacity.

### 5.1. Service Cancellation by the Client

#### Reservation Cancellation Policy

If you need to cancel your reservation, our Terms & Conditions will apply, including the corresponding penalty depending on the date of notice, in accordance with Law 300 on Tourism in Colombia.

Should the CLIENT decide to cancel a tourist program or hotel service, they must submit a formal written request to [operativo10@awake.travel](mailto:operativo10@awake.travel), stating the reason for cancellation and attaching the relevant documents and/or supporting evidence. Once AWAKE.TRAVEL receives the cancellation request, it will begin the corresponding administrative process to determine, based on the cancellation policies, the applicable penalty in each case.

In the event of any cancellation of the reservation by the Traveler, AWAKE.TRAVEL will apply the following rules: if the trip is canceled before it begins, including in cases of force majeure, unforeseen circumstances, or acts of third parties.

### **Notice Periods and Penalties:**

The penalty is calculated based on the total value of the trip and/or experience, not on the deposit or advance payment made, and depends on the date the cancellation notice is received.

- Cancellations made from the moment of purchase up to 31 days before the trip will incur a penalty of twenty percent (20%) of the total value of the experience. Awake will withhold the penalty from the deposit or full payment made for the reservation.

- Cancellations made between 30 and 15 days before the start of the trip will incur a penalty of forty percent (40%) of the total value of the experience. Awake will withhold the penalty from the deposit or full payment made for the reservation.

- Cancellations made between 14 and 8 days before the start of the trip will incur a penalty of seventy percent (70%) of the total reservation value. Awake will withhold the penalty from the deposit or full payment made for the reservation.

- Cancellations made 7 days before the trip or on the day of the trip will incur a penalty of one hundred percent (100%) of the total value of the experience. Awake will withhold the penalty from the deposit or full payment made for the reservation.

Under no circumstances will refunds be issued in cash or by bank transfer. In the event that a cancellation generates a credit balance in favor of the Traveler, they will have the option to choose from the following alternatives:

- A voucher to be used for another experience.
- A name change of the reservation holder.
- Rescheduling, understanding that any price or rate differences due to changes in date and/or season must be covered by the Traveler.

Likewise, services included in the plan but not used by the traveler will not be refundable.

These cancellation policies apply to any request made directly by the traveler. AWAKE TRAVEL is not responsible for circumstances of force majeure that prevent the proper provision of services: airport or airline closures, public order situations, natural disasters, operational changes, weather disruptions, or similar events. In such cases, we will intervene with local hosts and airlines to offer the best possible alternatives to travelers; however, we will always be subject to the conditions they establish in each situation.

Awake will not be obligated to refund any amount if, due to reasons beyond its control, the traveler fails to arrive on time at the meeting point or arrives after the scheduled start of the trip (for example, in the case of flight delays or cancellations, illness, road issues, or any other situation preventing timely arrival). Awake will also not be responsible for refunding the value of unused services. Notwithstanding the above, Awake reserves the right—but is not obliged—to grant refunds if the traveler cancels the trip due to duly verified personal reasons or force majeure (for instance, a certified illness by the traveler's health provider or the traveler's death with the corresponding official death certificate). Travelers are encouraged to purchase a trip cancellation insurance policy.

If the primary traveler and/or any of their companions fail to show up, the reservation will be marked as a NO SHOW, and 100% of the booked activities will be charged.

### **Clarifying Notes**

Partial cancellation policy for group bookings

When a client makes a reservation with a deposit or full payment for multiple people sharing the same lodging and/or room, and one or more of the occupants later cancel their participation, no refunds will be issued for accommodation.

## ***Travel Risks***

### Unforeseen Events and Force Majeure

Any unforeseen event that prevents the traveler from reaching the destination (such as flight cancellations, airport closures, strikes, natural phenomena, among others) will be the sole responsibility of the traveler. Unused services are non-refundable. AWAKE TRAVEL will assess possible alternatives to continue the trip, such as date changes, relocation, or itinerary adjustments, always subject to availability and confirmation with the local host.

### ***Illness or Accident Prior to the Trip***

In the event of illness or an accident before the start of the trip, the traveler must send an email with a medical certificate of disability issued by their health insurance provider. AWAKE TRAVEL may reschedule the services for a new date, subject to availability. If the client chooses to cancel definitively, the established penalties will apply.

If a balance in favor of the client is generated and a refund must be issued, the only method of reimbursement will be via bank transfer. The client must provide a bank certificate issued by their financial institution, and the refund will be processed within 30 business days from the date AWAKE TRAVEL confirms receipt of the request and has all the necessary banking information to carry out the transfer.

In all cases, an additional 5% will be withheld—on top of any applicable penalties—based on the total value of the reservation, to cover the costs of processing the refund and transferring the funds to the client's bank account.

**Administrative and Banking Fees:** These cover expenses generated in the sales process, including staff time dedicated to sales, reservations, insurance, and banking costs.

### ***Voucher Credit***

Once the client cancels the reservation and the corresponding penalties have been applied, any remaining balance will be converted into a travel credit. The voucher represents a credit in favor of the traveler, which can be used as payment for future trips or travel services.

In the event that the value of the new reservation is higher than the amount originally paid, you must cover the difference. Conversely, if the value of the new reservation is lower than the amount initially paid, the remaining balance may be used toward other trips or additional services; however, you will not be entitled to request a cash refund of the balance.

#### Voucher Conditions

- The voucher can be redeemed for any Awake experience available at the time of booking.
- It is transferable only with prior authorization from the voucher holder.
- The voucher must be used in its entirety in a single purchase. Partial redemptions are not allowed.
- If the selected experience has a higher value, the difference must be covered by another form of payment.
- To redeem the voucher, the traveler may contact their sales advisor or reach out to us via the WhatsApp icon on our website.
- Once the expiration date has passed, the voucher will lose validity and cannot be redeemed or refunded.
- The voucher cannot be combined with other vouchers, promotions, or discounts.

#### Change of Destination or Experience

If the traveler decides to choose another experience or destination, the current reservation must be canceled, and the corresponding penalties will apply. Awake may evaluate the option of issuing a voucher to reschedule the booking or applying the payment already made toward another trip, without forfeiting the deposit or the amount previously paid. The new reservation will be subject to availability and the conditions established by Awake. The voucher will be valid for up to five (5) months from the date the voucher is issued.

## 5.1.1 Modification or Rescheduling of Reservations

### Conditions for rescheduling reservations:

- Reservations requested to be rescheduled less than 30 days prior to the travel date will be subject to the same penalties that apply to cancellations.

Any reassignment of travel dates will depend on availability at the destination and on the contracted services.

Any modification or date change will generate a rescheduling fee, which may range between 20% and 100% of the total value of the trip. Payment of this fee must be made directly to Awake for the rescheduling to be confirmed.

If the client decides to change the travel date, replace a participant, or make any modification to the contracted services, the request must be submitted formally in writing to [operativo10@awake.travel](mailto:operativo10@awake.travel)

, stating the reason and attaching the required documents and/or supporting evidence. Once AWAKE TRAVEL receives the request for rescheduling or modification, the corresponding administrative process will begin to determine, according to the rescheduling policies, the applicable penalty in each case.

- No modification or rescheduling may be arranged directly with the host in charge. Likewise, any additional payments resulting from modifications to the reservation must be made through a payment link, bank transfer, or any method made available and indicated by Awake for that purpose.
- The original reservation may only be rescheduled once (1). The new reservation must follow the same terms as the original booking. The date and time of the rescheduled reservation are subject to host approval. The new date selected by the traveler must fall within six (6) months from the original reservation date.

- **Important: Date changes or reservation rescheduling are subject to availability, logistical conditions, or seasonal fare adjustments, which must be paid additionally if applicable.**

*Note.* For reservations that include entry to PNN (Natural National Parks), if it is possible to modify or change the reservation date, new registrations and entry fees will always be charged. No refunds will be made under any circumstances.

### *Partial Rescheduling Policy for Group Reservations*

For reservations that include more than one traveler and require rescheduling, the request will be reviewed individually rather than as a group. Supporting documents and/or justification for the absence must be provided, and each case will be subject to review by our host.

Travelers are responsible for any modification to the reservation that they accept through our website or authorize the AWAKE TRAVEL customer service team to carry out on their behalf, through any means provided for this purpose. They also accept responsibility for paying any additional amount, commission, or tax associated with such modification.

## **Clarifying Notes:**

### *Policy on Response Deadlines and Continuation of Processes*

**Traveler's Responsibility:** It is the traveler's responsibility to comply with the deadlines established. Requests that are not responded to within the given timeframe cannot be considered or processed after the deadline.

**Expiration of the Deadline:** If no response is received within the established timeframe, it will be understood that the traveler has decided not to continue with the process or request.

**Process Termination:** Once the established deadline has expired without receiving a response, the process will be automatically closed, and no further action can be taken regarding the request, petition, or procedure.

**Exceptions:** In exceptional situations, such as emergencies or justified causes, an extension of the deadline may be requested. Extensions will be evaluated and approved on a case-by-case basis, depending on the nature of the matter.

**Termination Notification:** When a process is closed due to expiration of the deadline, the traveler will be notified by email or through the agreed communication channel, indicating that it is no longer possible to continue due to lack of response.

**Reopening Requests:** If a request has been closed due to expiration of the deadline, it may only be reopened or rescheduled if a valid justification for the delay is provided and the established procedures are followed.

## 5.1.2 Tickets – Flights

### *Modifications, Cancellations, and Refunds:*

When you book a flight, you are booking directly with the airline. By doing so, you are entering into a Transportation Contract with the airline.

If you book any extras (such as additional baggage, priority boarding, insurance, etc.), you are entering into a direct contract with the airline, in which we are not involved.

We act solely as the Platform and are not a party to the airline's Terms and Conditions. We are not responsible for the policies or conditions of the ticket purchased, nor for any extras you may acquire, and (to the fullest extent permitted by law) we assume no liability in relation to your booking.

Once your ticket is issued, we will provide you with the flight details, including reservation code, check-in code, ticket number, and airline information. Upon receiving this information, you are responsible for reviewing the cancellation policies, date changes, name changes, etc., directly on the airline's website.

### *Información a tener en cuenta:*

- Puede haber un cargo por cambiar o cancelar el vuelo.
- Las aerolíneas se reservan el derecho de reprogramar o cancelar vuelos a su discreción.
- Diferentes tiquetes de la misma aerolínea pueden tener distintas restricciones o incluir diferentes servicios. Esto depende de la clase y tarifa en la que se compra el tiquete.
- Si su reserva incluye tiquetes aéreos, se aplicarán las restricciones tarifarias con que fueron adquiridos al momento de la compra; en caso de ser tarifas promocionales no aplica cambios y/o cancelaciones, se perderá el 100% de su tiquete.

Si tienes alguna pregunta sobre cambios, cancelaciones o reembolsos, ponte en contacto con nuestro equipo del servicio de atención al cliente.

### *Tiquete Reembolsable.*

En caso de que el tiquete sea reembolsable, debes tener en cuenta que la aerolínea es quien decide el monto final a reembolsar, se debe tener en cuenta que la devolución no aplica la totalidad del tiquete, se retienen impuestos, tasa administrativa y penalidades o cargos que considere la compañía aérea, el tiempo promedio que puede tardar un reembolso es de 180 días.

La tarifa administrativa, en ningún caso es reembolsable de acuerdo con la Resolución 3596 de 2006 en el artículo 3, Resolución 01375 del 11 junio 2015 Numeral: 310-1-8-1.

### *Cambios de fecha en tiquetes.*

En caso de que la tarifa del tiquete adquirido permita cambios de fecha, la aerolínea es quien realiza la nueva cotización y es quien toma la nueva disponibilidad, los cambios están sujetos a confirmación por parte de las aerolíneas, los cargos por modificaciones en los tiquetes serán directamente asumidos por los viajeros. Aplica penalidades y diferencia en tarifa y/o clase que determinen las aerolíneas.

Por lo tanto, AWAKE TRAVEL no se hace responsable por los prejuicios y gastos adicionales ocasionados por la modificación de los horarios de los vuelos y/o cambios de fecha. AWAKE TRAVEL te informará las alternativas disponibles y sólo procederá a confirmar las modificaciones con tu expresa confirmación o aceptación previa.

### *Baggage Fees and Other Extras*

The airline may charge for checked baggage, excess baggage, overweight luggage, priority boarding, assigned seats, in-flight entertainment, meals and beverages, and airport check-in.

If applicable, these charges will be additional to the ticket price (unless expressly stated that the flight includes such extras).

## **5.2. Cancellations and/or Modifications of Trips by AWAKE.TRAVEL Before Departure**

**(i)** When services are subject to a minimum number of participants and this has been previously communicated to the CLIENT, if by EIGHT (8) days before the start date the minimum required reservations have not been confirmed, AWAKE.TRAVEL may unilaterally cancel the service. In such cases, AWAKE.TRAVEL will notify the CLIENT and refund 100% of the amount paid in the form of a voucher to be used for another experience offered by AWAKE.TRAVEL. No cash refunds or bank transfers will be made.

Without prejudice to the above, AWAKE.TRAVEL may offer CLIENTS the option of making an additional payment to cover the shortfall in participants so that the service can proceed as planned. If all CLIENTS do not agree to make this additional payment, a new reservation may be made for a different service, applying the value of the original reservation, or a full refund (100%) may be requested under the conditions described above. AWAKE.TRAVEL will not be held responsible for any prior expenses incurred by the CLIENT, such as hotels, tickets, transportation, etc. For this reason, it is strongly recommended that travelers purchase travel cancellation insurance.

**(ii)** In the event of a situation considered force majeure and/or an unforeseen circumstance, a third-party event, or misuse by the client, AWAKE.TRAVEL may modify the conditions initially offered or cancel any of the TRIPS (either before the start date or during the trip).

**(iii)** In the event of a cancellation by AWAKE.TRAVEL once the trip has already begun, due to force majeure, unforeseen circumstances, third-party actions, or client misuse, AWAKE.TRAVEL will not issue any refund. Under no circumstances will AWAKE.TRAVEL assume additional costs incurred by the CLIENT, in accordance with Article 16 of Law 1480 of 2011.

**(iv)** AWAKE.TRAVEL reserves the right to unilaterally modify offers published on its website, without prior notice, whenever circumstances beyond its control require it—such as sudden road conditions, cost increases, adverse weather, closures of National Parks, Reserves, or any other public spaces, as well as other external factors that may limit the services offered. Offers may also be modified for safety reasons when deemed necessary, either before the start of the service or during its execution. Such modifications shall not be considered a breach of contract by AWAKE.TRAVEL. In all cases, AWAKE.TRAVEL guarantees that the new conditions will uphold the standards originally offered. Likewise, AWAKE.TRAVEL reserves the right to unilaterally modify the services listed on its website for business or commercial purposes.

### **5.3. Cancellations and/or modifications of travel conditions by AWAKE.TRAVEL after the trip has begun**

AWAKE.TRAVEL may cancel the service once it has started and retain any equipment provided to the CLIENT if the CLIENT fails to comply with the safety and usage rules established by AWAKE.TRAVEL for the service in question. The same applies if the CLIENT violates traffic laws, consumes alcohol or illegal substances during the expedition, physically or verbally assaults fellow travelers or third parties, or behaves in a reckless, dangerous manner that poses a risk to themselves or others. In such cases, the CLIENT must compensate AWAKE.TRAVEL for any losses suffered and additional costs incurred, such as early return of equipment or vehicles, lodging, meals, etc. AWAKE.TRAVEL will not be required to issue any refund for the SERVICE already paid.

AWAKE.TRAVEL may modify the terms of service execution at any time if circumstances beyond its control demand it. This includes, but is not limited to, civil unrest, war, blockades, insurrections, riots, mass protests, or actions by military forces.

in response to, or as a result of, any act of civil unrest, acts or omissions of the Government and the Legislative or Judicial branches—including laws, orders, regulations, decrees, rulings, judicial actions, administrative regulations, the renewal or confirmation of permits and licenses—whether carried out by the Government or any Competent Authority over equipment rental activities or high-risk activities; epidemics; landslides; hurricanes; floods; avalanches; lightning; earthquakes; fires; pandemics; tsunamis; transportation disasters (land, air, rail, river, or sea); sudden deterioration of road conditions; adverse weather; and any other external factors that could limit the services offered. None of these situations shall be considered a breach of contract by AWAKE.TRAVEL. In any case, AWAKE.TRAVEL guarantees that, to the extent possible, new conditions will maintain the standards initially offered. If the trip must be canceled, AWAKE.TRAVEL is under no obligation to refund the payment for the service.

## 6. Price, Deposit, and Final Payment

Once the CLIENT has completed and submitted the purchase request, made the initial payment, and AWAKE.TRAVEL has accepted it, the CLIENT will be obligated to pay the final agreed price for the selected service—or the price provided by AWAKE.TRAVEL in the case of a tailor-made trip with an adjusted offer.

The service price will be the one confirmed by AWAKE.TRAVEL via email to the CLIENT for adjusted offers, or the one published on the AWAKE.TRAVEL website for standard offers. The percentage of the payment made as a deposit entitles the CLIENT to secure their spot in the service and will be applied as an advance payment. The remaining balance must be paid in one or multiple installments according to the conditions set in the selected offer. AWAKE.TRAVEL reserves the right to cancel the reservation and impose a penalty equal to the deposit if the CLIENT fails to make one or more payments on time.

For standard offers, the prices displayed on the website are for reference only and may be subject to change if AWAKE.TRAVEL deems it necessary to meet the CLIENT's needs. Any such changes will be communicated in advance.

In all cases, full payment for the SERVICE must be completed prior to the start of the TRIP, unless AWAKE.TRAVEL has expressly agreed to a different payment deadline with the CLIENT.

## 6.1 Inclusions in Service Prices

The price paid by the CLIENT to AWAKE.TRAVEL for the selected services will cover exclusively those activities expressly listed in the standard and/or tailored offer, as formally accepted by AWAKE.TRAVEL, as well as any complementary services reasonably required for their proper execution under AWAKE.TRAVEL's service standards. Any additional services not specified under the "included" section or in direct communications with AWAKE.TRAVEL shall not be considered included and must be assumed by the CLIENT.

### 6.1.1 Inclusion of Vehicles and/or Equipment in Services

Unless otherwise indicated in the accepted offer, the price shall be understood to include the cost of renting any specialized equipment, including vehicles and/or gear required by the CLIENT for the contracted trip. The service price may vary depending on the type of vehicle and/or equipment needed for participation.

If the service requires a vehicle and/or equipment that legally requires a license to operate, the CLIENT must hold a valid license applicable to the type of vehicle and/or activity, which must be current and legally recognized in Colombia. AWAKE.TRAVEL reserves the right to deny the CLIENT participation in the contracted trip if the CLIENT fails to present the required license. In such cases, the service will be canceled for that CLIENT without AWAKE.TRAVEL assuming responsibility for any costs derived from the cancellation and without being obligated to refund any portion of the price paid.

The vehicles and/or equipment used during the trips may vary. Photographs of vehicles and/or equipment published may differ from those provided to the CLIENT, though their functionality will remain equivalent.

Upon delivery of the vehicle and/or equipment, the CLIENT must provide a security deposit equivalent to the insurance deductible for the vehicle and/or equipment, if applicable. A voucher will be issued by AWAKE.TRAVEL, which reserves the right to adjust the deposit amount stated in the voucher as well as the deductible, without prior notice. This deposit will be refunded once the vehicle or equipment is returned in the same condition in which it was delivered.

In the event that a vehicle and/or equipment required for the CLIENT's participation in the

If the CLIENT is unable to continue using the vehicle and/or equipment during the service, they must notify AWAKE.TRAVEL of this situation. The CLIENT shall be responsible for all costs arising from the transportation of the vehicle and/or equipment.

### 6.1.2 Client-Owned Vehicle and/or Equipment

The CLIENT may participate in the services offered by AWAKE.TRAVEL using a vehicle and/or equipment they own, as indicated in the purchase order, provided that such vehicle and/or equipment meets all requirements established for rented vehicles and/or equipment used in the trips offered. Likewise, any CLIENT participating in one of the trips shall be bound by all obligations set forth in these TERMS AND CONDITIONS, except for those related to the payment of rental costs for vehicles and/or equipment. AWAKE.TRAVEL shall not be held responsible for any damage, theft, or accidents suffered or caused by the CLIENT through the use of such vehicles and/or equipment during the trips.

AWAKE.TRAVEL will presume that the vehicles and equipment owned or possessed by the CLIENT have undergone the required preventive and corrective maintenance at the appropriate intervals in accordance with the manufacturer's manuals. Should such vehicles and/or equipment not have received the required periodic inspections or adjustments, they will not be permitted for use during the service. If uncertified or improperly maintained equipment is used and causes damage, the resulting liability shall fall solely on the CLIENT.

### 6.1.3 Client Accommodation

CLIENT accommodations will be arranged according to their stated preference in the service order. However, AWAKE.TRAVEL will make its best effort to provide the requested accommodation, subject to availability and the order in which the reservation was made. Should the CLIENT request specific accommodations that are not available, the CLIENT will be responsible for any additional costs incurred, without such costs being the responsibility of AWAKE.TRAVEL.

## 6.1 Inclusions in Service Prices

The price paid by the CLIENT to AWAKE.TRAVEL, for the selected services, will cover solely and exclusively those activities expressly listed in the standard and/or customized offer, as formally accepted by AWAKE.TRAVEL, as well as any complementary services reasonably required for its effective execution under AWAKE.TRAVEL's service standards. Any additional services not specified in the "includes" section or in communications with AWAKE.TRAVEL shall not be considered included and must be assumed by the CLIENT.

### 6.1.1. Inclusion of Vehicles and/or Equipment in Services

Unless otherwise stated in the accepted offer, it shall be understood that the price includes the rental cost of any specialized equipment, including vehicles and/or equipment required by the CLIENT for the contracted trip. The service price may vary depending on the type of vehicle and/or equipment required for participation.

In the case of contracting a service that requires a vehicle and/or equipment needing an operating license, the CLIENT must hold a valid license for the corresponding type of vehicle and/or activity, which must be current and legally recognized in Colombia. AWAKE.TRAVEL may refuse to allow the CLIENT to participate in the contracted trip if the CLIENT does not present the applicable license, thereby proceeding with the cancellation of the service for that CLIENT, without assuming responsibility for costs derived from such cancellation and without being obliged to refund any portion of the price already paid.

The vehicles and/or equipment used during the trips may vary. The photographs of vehicles and/or equipment published may differ from those provided to the CLIENT, though their functionality will be maintained. At the time of delivery of the vehicle and/or equipment, the CLIENT must provide a security deposit equivalent to the deductible of the insurance for the vehicle and/or equipment, if applicable. A voucher will be issued by AWAKE.TRAVEL for this deposit, and AWAKE.TRAVEL reserves the right to adjust both the amount of the deposit and the deductible without prior notice.

This deposit will be refunded when the vehicle or equipment is returned in the same condition in which it was delivered. In the event that a vehicle and/or equipment required for the CLIENT's participation in the service becomes damaged for reasons beyond AWAKE.TRAVEL's control, AWAKE.TRAVEL will make its best effort to replace it. However, if replacement is not possible, it shall be understood that AWAKE.TRAVEL is under no

## 7. Price Exclusions

The service price does not include any aspects not expressly stated in the standard offer, as listed in the “includes” section of the trip published on WWW.AWAKE.TRAVEL, or in any customized offer accepted by AWAKE.TRAVEL and provided to the CLIENT. Likewise, it does not cover personal items, personal travel expenses, traffic fines, or the rental of vehicles and/or equipment other than those provided within the trip, among others.

### 7.1. Luggage

AWAKE.TRAVEL shall not, under any circumstances, be held responsible for the loss of luggage or any personal belongings of the CLIENT and/or their companion, if applicable. It is strongly recommended that travelers purchase insurance to cover luggage. The maximum luggage allowance per CLIENT will vary depending on the trip.

### 7.2. Ownership of Multimedia Material

All photographs, videos, and any other material produced by AWAKE.TRAVEL or its representatives remain the exclusive property of AWAKE.TRAVEL, including both economic and moral rights. AWAKE.TRAVEL may use such material for any purpose, at its sole discretion, without limitation and without requiring authorization from CLIENTS who may appear in the content.

## 8. Payment Method

Payments made to AWAKE.TRAVEL must be processed through the payment methods enabled on the website or by the means specifically provided to the CLIENT by AWAKE.TRAVEL.

## 9. Required Valid Documentation

AWAKE.TRAVEL assume que el CLIENTE es consciente y conoce del hecho de que para realizar el viaje en Colombia y teniendo en cuenta los requerimientos de AWAKE.TRAVEL, éste debe contar con los documentos requeridos, tales como visa, vacunas, certificados, entre otros.

AWAKE.TRAVEL expressly states that the CLIENT will be solely responsible for presenting the required documents at any time they are requested, as well as for any consequences arising from failure to comply with such requirements.

## 10. Liability

AWAKE.TRAVEL will only be liable for providing the services offered on its website or those specifically agreed upon with the CLIENT, with its scope limited to what is published online at the time of booking. AWAKE.TRAVEL shall not be held responsible in cases where such conditions must be modified without prior notice due to force majeure or unforeseen circumstances.

The CLIENT will be liable to AWAKE.TRAVEL for payment of the chosen service, as well as for any damages caused during the trip to third parties, those that may affect AWAKE.TRAVEL's good name and commercial reputation, and for any bodily injuries or death suffered during the service when such incidents result from causes beyond AWAKE.TRAVEL's control. This also includes traffic accidents and damages to third parties occurring as a consequence of the services booked, provided they do not arise from force majeure, unforeseen events, or the fault of the victim.

In any case, and considering that the Company only acts as an intermediary between CLIENTS and the actual operators of the trips and/or expeditions, both Parties expressly agree that AWAKE.TRAVEL shall not be held liable for any damages suffered by the CLIENTS during the course of said trips and/or expeditions. In the event that AWAKE.TRAVEL is found civilly liable by judicial ruling, such liability shall in all cases be limited to the monetary equivalent of the amount paid by the CLIENT to AWAKE.TRAVEL for the respective trip and/or expedition. Furthermore, any potential liability of AWAKE.TRAVEL shall only apply in excess of the victim's insurance coverage, as well as any policies held by AWAKE.TRAVEL and by the actual operator of the trip, and in excess of the direct assets of said operator.

The CLIENT accepts that they will be exclusively responsible for covering any and all damages and/or losses caused to themselves, their family members, heirs, third parties, and, in general, to any person during the term and execution of these Terms and Conditions.

releasing AWAKE.TRAVEL from any duty of supervision that falls on the CLIENT regarding their dependents, or on the legal guardians of any minor who participates in one of the trips.

AWAKE.TRAVEL shall not be liable for any damages suffered by the CLIENT's own vehicles and/or equipment resulting from their normal use and wear, nor for defects therein, whether factory-related or otherwise. This exempts AWAKE.TRAVEL from issuing refunds or compensations to the CLIENT.

AWAKE.TRAVEL shall not be responsible for the safety of the CLIENT's luggage or any personal belongings of the CLIENT and/or their companions. Likewise, AWAKE.TRAVEL shall not be held liable for any delay in delivering a vehicle and/or equipment to the CLIENT when such delay arises from circumstances beyond its control.

## **11. Awake as an Intermediary Marketer**

To the extent that AWAKE.TRAVEL acts as a marketer of services operated by an affiliated third party, it is the latter who shall be liable to the CLIENT:

- (i) for ensuring the existence and proper provision of the service based on the information previously published on its website, in accordance with its standards or with the information provided to AWAKE.TRAVEL;
- (ii) for clearly, concisely, and fully communicating to the CLIENT the relevant information so that they are aware of the characteristics of the service(s) to be operated by the third-party provider, the accuracy of which AWAKE.TRAVEL presumes;
- (iii) for receiving and processing any complaint or claim submitted by the CLIENT;
- (iv) for clearly, concisely, and fully transmitting to the CLIENT all relevant information regarding the characteristics of the service(s) they wish to acquire;
- (v) for remaining available to the CLIENT to address and resolve any doubts or issues that may arise in relation to the provision of the service, prior to the signing of the contract between the CLIENT and said provider;
- (vi) for providing ongoing support to the CLIENT through appropriate means, offering advice related to the services of affiliated third parties up until the moment of contract execution.

AWAKE.TRAVEL shall not be held liable for any false or misleading information

nor for any inaccuracy in the information provided by the third-party supplier, nor for any incident of any nature that may occur under the contract or be directly or indirectly related to its performance. If an AWAKE.TRAVEL employee happens to accompany the CLIENT during any of the services rendered by the third-party supplier, such presence shall in no way be construed as an assumption of liability. Based on the foregoing, it is understood that the CLIENT hereby accepts the waiver that AWAKE.TRAVEL expressly makes under the terms described above. The CLIENT shall be responsible for timely informing AWAKE.TRAVEL in writing of any incident, complaint, or suggestion related to the third-party supplier.

In cases where AWAKE.TRAVEL acts as a commercial agent for products offered by third-party travel and adventure service providers, AWAKE.TRAVEL shall be responsible to the CLIENT for:

(i) informing them of the existence and characteristics of the service(s) offered by the third-party supplier, based on the information previously provided by said supplier to AWAKE.TRAVEL, the accuracy of which AWAKE.TRAVEL presumes;(ii) facilitating contact between the third-party supplier and the interested CLIENT;(iii) clearly, concisely, and fully transmitting to the CLIENT any additional information they may request regarding the service offered by the third-party supplier;(iv) keeping both the CLIENT and the third-party supplier informed of any situation that could affect the signing or proper execution of the contract;(v) answering any questions from the CLIENT that AWAKE.TRAVEL is reasonably able to address concerning the products of third-party suppliers;(vi) providing assistance to ensure the execution of the binding contract or agreement between the CLIENT and the third-party supplier.

## 12. Risks

The CLIENT fully acknowledges and accepts all risks and consequences inherent in participating in the activities offered by AWAKE.TRAVEL and operated by affiliated third parties. The CLIENT also recognizes that, beyond the risks generally associated with such activities, certain activities undertaken during the trip may be classified as dangerous. These include, but are not limited to, contingencies such as physical, mental, or cognitive harm caused by adverse weather conditions, activities carried out at high altitudes, traffic accidents, heavy or otherwise, obstacles, and poor conditions on routes or roads that must be taken, among others.

Likewise, risks may also arise due to the remote location where the service is carried out, which may prevent timely medical assistance and other benefits typically available in populated areas. Situations involving insecurity, theft, robbery, and similar incidents may also occur.

### **13. Air or Ground Transportation Contracted by AWAKE.TRAVEL**

For trips organized by AWAKE.TRAVEL that include air or ground transportation arranged by AWAKE.TRAVEL (both to reach the starting point and for transportation during the trip), and considering that AWAKE.TRAVEL acts solely as an intermediary between the CLIENT and the THIRD-PARTY provider of such service, the CLIENT, by submitting the reservation request, understands and accepts the risks to which they are exposed. The CLIENT further acknowledges that AWAKE.TRAVEL shall not be held liable for any harm suffered by the CLIENT as a result of, among other things, accidents, personal injury, theft, or any incident that may occur during the provision of such services.

When AWAKE.TRAVEL arranges the purchase of an airline ticket (whether on a commercial or private airline), it is understood that AWAKE.TRAVEL acts solely as an intermediary between the transportation provider and the CLIENT. Therefore, AWAKE.TRAVEL shall not be responsible for any issues that may arise with the service (e.g., rescheduling, cancellation, postponement, or any other change in flight conditions). Nor shall AWAKE.TRAVEL be held liable for additional expenses, for the CLIENT's failure to appear at the starting point of the activities, or for any damages arising from this service. **It is the CLIENT's responsibility to provide accurate and timely information for the purchase of the ticket.** The CLIENT is advised to obtain cancellation insurance for their own benefit.

AWAKE.TRAVEL shall not be liable for the loss of other services (whether provided directly by AWAKE.TRAVEL or by a third party), lodging expenses, additional transportation, or any other costs resulting from cancellations, rescheduling, road closures, accidents, delays, or any other similar circumstances related to the air or ground transportation included in the trip.

#### 14. Changes to Travel Conditions Due to Weather, Traveler Safety, or Force Majeure

In the event that weather conditions change, or any other situation of force majeure or unforeseen circumstance arises that alters the travel conditions, itinerary, or prevents the trip from taking place, AWAKE.TRAVEL may modify the travel conditions, alter the itinerary, or reschedule the trip date.

Whenever possible, and at AWAKE.TRAVEL's discretion, clients will be given the option to either reschedule the trip or apply the deposit amount toward another trip on a different date. AWAKE.TRAVEL shall not be obligated to issue refunds, and the previously stated cancellation policies will apply.

#### 15. Travel Insurance Policies

All AWAKE.TRAVEL trips include medical assistance coverage purchased through COLASISTENCIA (Colombiana de Asistencia), for which AWAKE.TRAVEL acts solely as an intermediary. This assistance policy provides specific coverage amounts and operates under the terms and conditions established by COLASISTENCIA.

In any case, the CLIENT is required to be affiliated with a national EPS (Health Provider Entity) or hold a medical insurance policy covering accidents, illnesses, and other risks. This is mandatory in order to access the services offered by AWAKE.TRAVEL.

The CLIENT acknowledges the risks involved in the services provided by AWAKE.TRAVEL and understands that AWAKE.TRAVEL is not liable for medical expenses due to illness or accidents. The only coverage available is through the COLASISTENCIA policy, which, in many cases, still requires the CLIENT to have an EPS or private medical insurance in order for IPS providers (hospitals or medical centers) to provide treatment.

#### 16. Authorization for the Processing of Personal Data

In compliance with Law 1581 of 2012, which establishes provisions for the protection of personal data, AWAKE.TRAVEL, in its capacity as data controller, has published its Personal Data Processing Policy, which may be consulted [here].

A woman is lying on her back on a large sand dune at sunset. She is wearing a blue and white striped shirt, light-colored shorts, and a blue headscarf. The sun is low on the horizon, casting a warm orange glow over the scene. The ocean is visible in the background, with waves breaking on the shore. The sky is a mix of blue and orange.

**awake**

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