

	TERMS AND CONDITIONS		Versión 2	
			Página	1
			2/5/25	
			RNT 168653	

# TERMS AND CONDITIONS

Hello! Welcome to Naba, i.e. Ensifera Expeditions, your gateway to nature-based experiences. Need information about reservations, policies or travel details? You're in the right place! Here at Ensifera Expeditions we are always ready to help you. If you need more information, simply send an email to [ensifera.expeditions@gmail.com](mailto:ensifera.expeditions@gmail.com) and we will start to answer your questions.

## COVID-19 SAFETY GUIDELINES

Regarding COVID-19, keep in mind that we recommend you follow the guidelines proposed by health authorities, including the Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO). Please check at least 72 hours in advance if you meet national and regional entry requirements.

## RESERVATION

To make a reservation more than 90 days before the trip, payment of at least 50% of the total value of the service must be made, and the payment of the surplus must be canceled 90 days before the start. If the reservation is made less than 90 days before the first day of travel, the entire price must be paid. In some cases, a charge of more than 50% of the total price will be made due to different causes such as high seasons, festivities, requirement of our suppliers, etc., in such cases Ensifera Expeditions will let you know in advance.

The reservation is considered validated and accepted at the moment Ensifera Expeditions sends an email or confirmation message through one of its official means including payment details. At this point the contract is created between the client (you) and the provider Ensifera Expeditions. However, final confirmation is subject to receipt of payment.

Ensifera Expeditions reserves the right to cancel the service if the agreed payment is not made within the specified deadlines.

## CONTRACT

Once the reservation has been validated, for the terms of the contract, Ensifera Expeditions will be called "provider" with RNT 168653 and the person who buys and acquires the professional

	TERMS AND CONDITIONS	Versión 2	
		Página	2
		2/5/25	
		<b>RNT 168653</b>	

services of Ensifera Expeditions will be called "the client". Since the contract will be executed and entered in Colombia, Colombian laws will apply.

The client establishes that he knows and accepts these terms and conditions at the time of contracting the services of Ensifera Expeditions, without the option to negotiate or change totally or partially this contract. By making a reservation, the customer accepts these terms and conditions, as well as the terms and conditions of our suppliers that are applicable. Whoever carries out the reservation and purchase process with Ensifera Expeditions represents all the people who will be part of the service, which will also be governed by both the terms and conditions and Colombian laws and is responsible for informing said people of the terms, conditions, and laws applicable to the contracted service. As a client it is assumed that you are of legal age to use our services and therefore to accept the legal and economic obligations and responsibilities that this entails.

#### POLICY OF PAYMENTS, CANCELLATIONS, REFUNDS AND CHANGES

Now, let's talk about our payments, cancellation, refunds, and changes policies. At Ensifera Expeditions, we offer personalized and group trips, limiting group sizes to 6-8 people to ensure the best experience. This means that our trips can sell out well in advance.

- Our prices are quoted in US dollars for international customers and in Colombian pesos for domestic customers.
- We do not accept payments from third parties. The person who makes the transfer or who owns the card with which it is paid must be one of the travelers.
- Payments must be made within the times agreed in these terms and conditions, except for any different agreement between the parties with written support.
- Once the payment is made, we will carry out the respective verifications to prevent all types of fraud and thus protect both parties, both Ensifera Expeditions and the client. We may require extra information such as passport copy or address to confirm authenticity in payments; For this we will require a quick response.
- We reserve the right to refuse payments by check as a method of payment.

	TERMS AND CONDITIONS		Versión 2	
			Página	3
			2/5/25	
			<b>RNT 168653</b>	

- Final payment of the trip fare is due 30 days prior to departure.
- All payments made for Ensifera Expeditions tours, which are discounted or promotional in nature, are non-refundable.
- Acceptance by any participant is subject to receipt and review of all required forms, documents and payments.
- If final payments are not received by the respective due date of your trip, we reserve the right to treat your booking as cancelled as per our cancellation and refund policy.
- All airline tickets are subject to price increases even after purchase. This may be due to the exchange of foreign currency, fuel price, new taxes, the combination of these reasons or other causes beyond the control of Ensifera Expeditions, therefore, the client agrees to make payments in such cases.
- Please note that we work with different suppliers in Colombia and do not offer refunds or travel credits when they cannot provide their service for any reason. An example of when one of our contracted suppliers is unable to provide their service could be due to weather-related issues or mechanical issues, such as a boat, airplane or vehicle becoming inoperable, or security. Ensifera Expeditions will do its best to find another similar excursion, but often in the remote areas in which we travel the options are limited.

## CANCELLATION

If you decide to cancel your trip, we will need written notice and certain cancellation fees will apply. Due to the costs that the company incurs, the amount to be returned to the client decreases the closer the start date of their trip, as follows:

- 60 to 90 days or more before departure: 20% of the total trip cost will be lost.
- From 59 to 21 days before departure: 50% of the trip fare will be lost.
- From 0 to 20 days prior to the start of the trip no refund will be made.

	TERMS AND CONDITIONS		Versión 2	
			Página	4
			2/5/25	
			<b>RNT 168653</b>	

Please note that we do not make partial refunds for unused services during a trip.

In addition, depending on the cancellation policies of our suppliers, the amounts mentioned above may vary.

## ITINERARY CHANGES

In our expeditions we are confronted with the realities of the natural world, which can also lead to changes in itinerary; Circumstances may include, but are not limited to, permit availability, weather, vendor availability, landslides, rainfall, river crossings, wildlife, park or public land closures, and wildfires may affect our itineraries. Although we will do everything in our power to stay on the itinerary, we do not make refunds for itinerary changes.

Ensifera Expeditions will always seek to help the client in the modification of some of the characteristics of the reservation previously made. However, it does not guarantee to be able to meet the requirements of the client, since it depends on each of the suppliers and their policies.

If the change requested by the client is achieved, he must respond for the extra costs that said change caused. Changes are subject to availability.

We do not offer full or partial refunds or travel credits for travel delays or interruptions. For example, if a flight is delayed and, as a result, you miss part or all of your trip, Ensifera Expeditions is not responsible for arranging alternative activities during a delay, travel support, additional hotel stays or related expenses.

Ensifera Expeditions reserves the right to cancel trips. Ensifera Expeditions is not responsible for any additional expenses incurred in the preparation of the trip (for example: non-refundable advance purchase air tickets, clothing, equipment, visa fees, medical expenses, etc.).

## DEFERRALS

The postponement of the trip (tourist package) by the client for new dates is allowed. The change must be made no later than 1 month from the scheduled date of travel, in writing. The exchange value of air tickets is subject to the policy of the airline operating the route on which the ticket was purchased.

	TERMS AND CONDITIONS	Versión 2	
		Página	5
		2/5/25	
		<b>RNT 168653</b>	

## LOCAL GUIDES

Our travel leaders are knowledgeable and dedicated, but in case they are unable to attend, we will do our best to find a suitable replacement.

## REQUIRED DOCUMENTS

We will need you to accept our Terms and Conditions and Assumption of Risk and fill a Health Questionnaire at the time of booking.

## MEDICAL CONDITIONS AND INSURANCE


We strongly recommend that you consider purchasing travel insurance to protect your travel investment and purchasing a travel insurance policy that includes emergency evacuation coverage for the entire duration of your trip and accommodates your needs. This will provide you with additional protection in the event of trip cancellation or interruption, delays, medical expenses, emergency assistance, air flight, baggage, and baggage delay, among others.

You must notify the company in writing that leaves a record and prior to booking, of any medical condition, illness, pregnancy, disability, or any other physical condition that may affect any of the activities to be carried out during the trip or that requires some special attention. We recommend consulting your doctor before booking to verify that you are in good physical and mental condition, or to be aware and let us know of any illness or condition that may affect your performance or that of the people traveling with you.

## PRIVACY AND PROCESSING OF PERSONAL DATA

The personal information provided to Ensifera Expeditions will be handled responsibly, respecting the right to confidentiality. However, this information should, in some cases, go to service providers (hotels, operating agencies, transport agencies, etc.) when necessary.

The data that the client provides will be safeguarded by Ensifera Expeditions using the means at its disposal to guarantee a good use of these in the natural and complementary activities that our business demands. The information will not be provided to third parties outside the activities in which the client is part, but solely and exclusively to those involved in providing the contracted service.

	TERMS AND CONDITIONS		Versión 2	
			Página	6
			2/5/25	
			<b>RNT 168653</b>	

The client must send his personal information maximum 60 days before the start date of the trip (together with the total final payment of the price of the services of Ensifera Expeditions). In case the required information has not been delivered 30 days before, Ensifera Expeditions reserves the right to cancel the trip and the corresponding charges will be made for the cancellation.

## RESPONSIBILITIES

It is established that Ensifera Expeditions acts mostly as an intermediary between the client and the entities or persons responsible for the provision of the different services that are contracted through Ensifera Expeditions.

As a travel agent, Ensifera Expeditions will help the client as much as possible to solve any kind of inconvenience, but complaints and claims should be addressed in the first instance to the operator of the service being provided and then to the travel agency. Likewise, the costs that suppliers change extemporaneously, after having made the total payment, will be the responsibility of the client. These cost overruns may be due to the increase in the price of fuel, new taxes, foreign currency exchange, among others. Ensifera Expeditions will inform the customer of such changes as soon as it is informed about it.

Ensifera Expeditions is not responsible for loss or theft of personal belongings, damage to these, accidents, natural disasters, illness, injuries, moral or physical damage, death or other type of calamity occurred due to weather, protests, delays, quarantines, or other causes beyond the control of the company. The extra expenses that arise due to this type of calamities will be supplied by the client, as well as the overbooking of air tickets, delays, cancellations, rescheduling, or other inconvenience with flights.

If any of the situations or other force majeure arises, we will work and strive to find a solution and help the client to overcome the situation in the best possible way. However, Ensifera Expeditions will not be responsible for the cost overruns that these problems generate. This is why we reserve the right to modify itineraries, activities, transportation, programs, and routes without prior notice if there is a cause of force majeure.

In general, our prices do not include (unless other arrangements are officially expressed): Any expenses made to and from the destination during transfers, meals not specified in the service description, alcoholic beverages, telephone calls, purchase of souvenirs or other personal items and services not specified in the package description.

	TERMS AND CONDITIONS		Versión 2	
			Página	7
			2/5/25	
			<b>RNT 168653</b>	

Ensifera Expeditions is not responsible for damages, expenses, erroneous information, or any other consequence resulting from errors in clicking or typing on the website, or any information provided by the client.

## RISK ASSUMPTION

This is a legally binding agreement. Read it carefully and understand its contents before accepting it.

I, the client, once accepting the reservation with the provider Ensifera Expeditions, fully acknowledge and understand that participation in the sightseeing trip with Ensifera Expeditions involves activities that may be dangerous and that involve the risk of serious injury, including permanent disability, death and economic loss, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, or the condition of the equipment or property.

I acknowledge and understand that risks may include, but are not limited to, the following: nature and wildlife, climate, physical and medical conditions, equipment, terrain, waterways, swimming pools, sidewalks, parking lots, stairs, elevators, recreation and entertainment areas, and motor vehicles.

I accept and assume all risks, known and unknown, of participating in this trip, even if arising from the negligence of the released parties or others, and I assume all responsibility for my participations.

## RELEASE AGREEMENT AND DISCLAIMER

I hereby release and discharge Ensifera Expeditions, its representatives, directors, employees, and any other person acting on their behalf, from any and all liabilities, claims, demands, actions and causes of action that may arise from my activities while participating in the trip.

This assumption of risk document is intended to be interpreted and applied to the greatest extent possible in accordance with applicable law. If any part of this document is held to be unenforceable, the other parts shall remain fully valid and enforceable. I hereby declare that I

	TERMS AND CONDITIONS	Versión 2	
		Página	8
		2/5/25	
		<b>RNT 168653</b>	

have read and understood this assumption of risk agreement. I agree to the terms and conditions set forth herein voluntarily and without being induced to do so.

Thank you for choosing Ensifera Expeditions! We hope to make your trip an unforgettable experience.