

## **TERMS AND CONDITIONS OF USE**

Welcome to [www.feelmedellin.com](http://www.feelmedellin.com) (from now on the "website"), e-commerce website, constituted under the laws of the Republic of Colombia, whose main activity is the marketing of tours in Medellin and Antioquia and related products and services to this activity.

With the use of this website, the User assumes the obligation to respect the Terms and Conditions of Use, legal notices, privacy policy and all the disclaimer clauses and terms and conditions that appear on the website. Please read them carefully before using the site. If you do not agree with any section of the content, please send an email to the customer service contact [info@feelmedellin.com](mailto:info@feelmedellin.com) before using this website.

### **Organization**

This website that belongs to Feel Medellín, declares that it acts as an intermediary between the users and the entities or persons in charge of providing the services of tours and / or ground transportation, or any other service contracted through the website of feel Medellín.

### **Acceptance of Terms and Conditions**

By entering and / or using this site, the User admits having read and understood these Terms and Conditions of Use and agrees to abide by them and comply with all applicable laws and regulations that are part of Colombian law. Those Users who decide to enter this site from other countries will do so on their own initiative and it is their responsibility to comply with the applicable local laws. Any claim regarding the use of this site and the material contained therein is regulated by the laws of Colombia.

The Site is controlled and operated by Feel Medellín, its access is prohibited from territories where its content is illegal. In case the User does not agree with these Terms and Conditions, he must refrain from using the Site.

These Terms and Conditions are subject to change without notice. At any time, under the will of Feel Medellín, and from the date of modification of these terms and conditions, all transactions between Feel Medellín and the User will be governed by the modified document.

It is forbidden to use the Site improperly, falsify the identity of another User, use purchasing agents and carry out fraudulent activities on it.

### **User Registration on the Site.**

Access to [www.feelmedellin.com](http://www.feelmedellin.com) is free of charge to the User and does not require prior subscription or registration. However, the use of some services will require the

registration of the User, which will be indicated at the time when it is necessary, guaranteeing that we will make a restricted and responsible use of your personal information.

If the registration of personal data on the website is necessary, the following information will be collected:

1. Contact information, including first and last names, ID / passport number, telephone number and e-mail address.
2. Likewise, information related to personal interests and product preferences may be requested.
3. At the time of making the payment, we can request the debit or credit card number.
4. Any other information that is necessary for the correct provision of the contracted services.

### **User Capacity**

The services offered through [www.feelmedellin.com](http://www.feelmedellin.com) are available only to those individuals of legal age and who have the legal capacity to contract as provided by current Colombian legislation. If the User lacks the legal capacity to contract, they may not use the services offered by the Site.

Children and adolescents under age may be users of the products and services we offer, as long as they act through or duly authorized by their parents or their legal representative.

### **Exemption from responsibility and limitation of responsibility**

By accessing the Site, the User expressly accepts that the use of this website is made under its own responsibility and risk.

Feel Medellín, its respective officers, directors, employees, agents, third party content providers, designers, contractors, vendors, sponsors, grantors and others DO NOT guarantee that the use of the website [www.feelmedellin.com](http://www.feelmedellin.com) will not suffer interruptions or contain errors.

Under no circumstances shall Feel Medellín be responsible for any direct, indirect, unforeseen, special or emergent damages that may be generated, either due to the use or lack of capacity to use the website, including in a non-exclusive manner, the damages that may arise as a result of your confidence in the information obtained on the website that causes errors, omissions, interruptions, deletion or corruption of files, viruses, delays in the operation or transmission, or any other type of error in operation.

### **Intellectual Property Rights**

All the computer, graphic, advertising, photographic, multimedia, audiovisual and / or design material, as well as all the contents, texts and databases (from now on "the Contents"), placed at your disposal on this site are from exclusive property of Feel

Medellín, or in some cases, of third parties that have authorized Feel Medellín its use and / or exploitation.

Likewise, the use of some content owned by third parties is expressly authorized by the Law and is protected by the rules of copyright, trademarks and all applicable national and international regulations.

By accepting these conditions, the user who enters reviews, images, videos or comments on the website agrees to assign Feel Medellín the non-exclusive right, free of copyright, perpetual, irrevocable and fully transferable to third parties, to be used, reproduce, modify, adapt, publish, translate, create derivative products, distribute and display said reviews, images, videos or comments throughout the world and in any media. It will also grant Feel Medellín the right to use the name that accompanies said review or comment, if any, in relation to said review or comment.

It is prohibited any act of copying, reproduction, modification, creation of derivative works, sale or distribution, display of the Contents, in any way or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or of any other nature, without the prior written permission of Feel Medellín or the owner of the copyright.

In no case these Terms and Conditions confer rights, licenses and / or authorizations to perform the acts described above. Any unauthorized use of the contents will constitute a violation of these terms and conditions and the current regulations on trademarks, copyrights and / or other applicable national and international intellectual property rules. Feel Medellín grants the User a personal, non-transferable and non-exclusive right and license to display the contents of [www.feelmedellin.com](http://www.feelmedellin.com) on the screen of a computer or digital assistants under its control.

Any unauthorized use will constitute a violation of these terms and conditions and the current national and international regulations on Industrial Property and will give rise to the corresponding civil and criminal actions.

### **Advertising and links**

This site may contain links (links) that communicate with portals operated by third parties' independent of the Feel Medellín website.

Feel Medellín has no control over them and is not responsible for their contents. The inclusion of these sites on the Feel Medellín website does not imply any kind of association with these third parties or their operators. This Website has connections with other websites, please keep in mind that when you enter one of these links, you are entering a portal outside the Feel Medellín website and this, therefore, has no responsibility. It is advised that you read the instructions of these sites about your privacy, as these may be different from those offered by Feel Medellín.

### **Disclaimer**

When the User has not been notified in a timely manner of the existence of the violation of their personal information, or when the User has not proceeded to notify the corresponding financial entities or cooperatives of the loss, misuse, theft or theft of the instruments conferred by them to carry out transactions, or when there is an improper use of their registration data, Feel Medellín assumes no responsibility for such actions.

### **Origin of Income**

For all its effects, the User declares that his income and the resources used to carry out transactions on the Site come from lawful activities and that they do not encounter negative records in national or international money laundering prevention lists, or incur in one of the two categories of money laundering (conversion or movement). Consequently, they are obliged to respond to Feel Medellín for all the damages that may be caused as a result of this assertion. In accordance with the foregoing, just cause termination of any type of contract, relationship or link that may exist between Feel Medellín and the user, the inclusion of the user in the OFAC listings or any other local, foreign or international as a suspect in money laundering activities. For all purposes, "money laundering" is the set of procedures used to change the identity of illegally obtained money, in order to appear to have been obtained from legitimate sources. These procedures include disguising the provenance and true ownership of the funds.

Feel Medellín declares that it is not in a list of the local or international levels established for the control of money laundering and terrorist financing; likewise, it will verify that its subcontractors, suppliers, its legal representative and its fiscal auditor are not included in said lists either.

### **Terms and conditions of reservation**

When making reservations through [www.Feelmedellin.com](http://www.Feelmedellin.com) or the line of reservations and customer service (+57) 3008381253, you agree to have read, understood and agree to the terms and conditions shown below and policies of privacy and management of information and personal data of Feel Medellín that we inform you on the Website. Likewise, it guarantees that (i) is of legal age; (ii) has full capacity to enter into contracts; (iii) only use the Website to reserve tours or services offered by Feel Medellín for you and / or for another person for whom you have authorization to act and it is guaranteed that all the information you provide to FEEL MEDELLÍN is true, accurate, current and complete.

Before confirming your reservation request we advise you to review the policies that we inform you on the Website, thus avoiding surprises and you will be able to enjoy your Tours and / or services as planned. The specific information of the Tours as name, time and availability, duration, categorization, services included, recommendations, meeting point and price are sufficiently detailed on the Website.

Stay tuned to the information that will be sent to the email you provided us as a point of contact. It will be considered that you took knowledge timely confirmation of your

reservation or any inconvenience or variation to it with the sending of such information to the email provided by you.

## **1. Services**

Feel Medellín makes the update and constant review of the services displayed on this site. Feel Medellín can modify and discontinue products and / or services displayed on the page at any time.

The simple fact of reserving to participate in any tour and / or service of these general conditions implies that nothing should be understood or imagined as included if it is not described in the programs.

### **1.1 Delivery of products and / or services:**

Once the reservation of the services contracted by the client has been confirmed, Feel Medellín will send to your email the confirmation of the same with all the pertinent indications for the successful provision of the service.

It is recommended that the traveler verify the warnings that the place chosen for the trip has. For the sale of Tours, this tourist intermediary does not represent or guarantee that traveling to said points is advisable or without risk and is not responsible for damages or losses that may result from traveling to these places.

**Documentation:** All passengers must carry the necessary personal documentation.

**Baggage:** In the land transport, the Operator expressly denies all responsibility in case of loss, damage or theft for any circumstance. We recommend that passengers carry their belongings with them.

**Cancellations:** The user may cancel the services requested and contracted, and will be entitled to the refund of the deposit as long as it takes place within the deadlines and dates stipulated in the cancellation policy, which is found in this document. Claims: Must be made in writing via email.

**Concordance:** When requesting registration in any Tour marketed by Feel Medellín, the client declares that he / she knows and approves all the terms of these "General Conditions", which are available to be printed on the page.

## **2. Rates**

Our rates are in Colombian pesos, subject to changes without prior notice, in the description of the tour you can see the approximate value of the tour in US Dollars (These may vary depending on the Market Representative Rate-TRM). When making the payment through the website, the value in Colombian Pesos is shown.

The rates reported on our website are not guaranteed until payment is made online.

### **2.1 Promotional codes**

These are effective at the time of purchase. When making the reservation you must enter the promotional code and the relevant discount will be made.

### **3. Children's policy**

Children who wish to make the tours and / or services must be accompanied by their parents or a dependent adult, who must submit a written authorization signed by the child's parents.

The adult in charge is responsible for the activities that the minor develops during the tours and / or services. You must take into account the recommendations that are given previously during the reservation and those given to you by the operator at the destination.

The rate for children is equal to the adult rate as long as the differential value for the child with respect to their age is not specified in each tour.

FEEL MEDELLÍN accepts the law 679 of 2001 by means of which the statute is issued to prevent and counteract the exploitation, pornography and sexual tourism with minors, in development of article 4 of the National Constitution.

### **4. Payment policy**

Without exception, all reservations must be paid prior to the completion of the tour. Please save the proof of payment, in case it is requested.

In the event that the customer cannot proof the payment, the customer should know that by not having paid the reservation or request may be canceled.

If the status of the transaction was not approved, our client will receive a written notification to the email address that was provided during the purchase process.

If the status of the transaction is approved, our client will receive a written notification to the email that he left on our website during the booking process confirming that the reservation was successful.

This site has the PayU platform for making payments. The following are the means of payment: Credit card of the franchises: American Express, Master Card, Visa, Diners Club International, with payments in bank: Bancolombia, Banco de Bogotá, Davivienda and Grupo AVAL, cash payments: Efecty, Su Red, Vía y Baloto, and bank transfers with PSE.

In no case shall Feel Medellín be responsible for the failures in the communications of the banking or credit entities, nor for the damages caused to the Users due to an action or omission on the part of said entities.

#### **4.1 Conditions and restrictions for electronic payment**

- To guarantee your reservation and rate, you must make the payment online immediately.
- The data provided must be the same as the one that rests with your financial entity (correspondence address, telephone number, identity card, first and last names).
- The administrative fee and the management fees charged on our website are not refundable under any circumstances.

## **5. Right of withdrawal and cancellation policy**

FEEL MEDELLÍN informs you that in accordance with the provisions of Article 47 of Law 1480 of 2011, in Colombia operates the Right of Retraction *"in all contracts for the sale of goods and provision of services through financing systems granted by the producer or supplier, sale of timeshares or sales using non-traditional methods or distance, which by their nature should not be consumed or have not begun to run before five (5) days, will be agreed to the right of withdrawal by the consumer. In the event that use is made of the right of withdrawal, the contract will be terminated and the money that the consumer has paid must be refunded. "*

The maximum term to exercise the right of withdrawal will be five (5) business days from the delivery of the property or the conclusion of the contract in the case of the provision of services.

The cancellation of your reservation must be requested by email at [info@feelmedellin.com](mailto:info@feelmedellin.com) with a minimum of forty-eight (48) hours before the date of completion of the Tour or service, specifying the characteristics of your reservation (Tour, day, time and personal data) in this way FEEL MEDELLÍN will proceed with the return of your money, through a credit or a charge reversion to your credit card. If the payment had been made by bank transfer, FEEL MEDELLÍN will require your data again to be able to manage the refund by this means.

The charge for banking services or administrative fee charged by FEEL MEDELLÍN is non-refundable, which in this case will be for a value equivalent to 10% of the value of the reservation. In case of cancellation of confirmed reservations, said charge will not be refunded as it corresponds to a service actually provided by FEEL MEDELLÍN. Cancellations made with LESS than twenty-four (24) hours in advance will not apply the refund.

## **6. Change of reservations**

In case you need to change the date of the booked tour, this should be informed to FEEL MEDELLÍN by email to [info@feelmedellin.com](mailto:info@feelmedellin.com) sending the full name and identity document of the person who made the reservation, booking specifications: tour, day, time and other special specifications.

If you wish to advance the tour date you must do so at least 72 hours before the date you wish to make the tour, in case of postponing the tour you must do so at least 48 hours in advance of the departure time of the previously reserved tour, with the objective to carry out the relevant logistics (transport, guidance, insurance, food, etc.).

For both cases, it is not guaranteed to make the effective change of the reservation, these are subject to the verification of the availability.

If the reason for cancellation or change of date is due to force majeure (Calamity), and does not allow you to make the notice with the terms stipulated above, you can request changes as long as the documents and / or certificates proving this calamity are presented. and we will proceed with the reprogramming of your reservation or the cancellation of the service with the conditions set out in this document.

It is not allowed to change a tour for a different one, only for the same product initially reserved.

It is allowed to transfer the tour (s) and / or acquired service (s) to another beneficiary (s), as long as they inform via email to [info@feelmedellin.com](mailto:info@feelmedellin.com), where the person who made the reservation from the email you provided at the time of booking, send proof of payment, to verify your identity, and written authorization of the change of beneficiary of the tour by attaching the following information: full name, identification number, email and number contact. This must be done at least 12 hours before the start of the tour.

If the change or cancellation is not made in the aforementioned time and manner, the value paid for the Tour and / or service will not be returned.

## **7. No show**

The No Show corresponds to the non-presentation on the date, time and / or place established as a meeting point for the realization of the tour and / or service; In these cases, no refund of the money or change of reservation is made, because in this case FEEL MEDELLIN has guaranteed all the logistics for the provision of the service.

## **8. Responsibility clause**

Feel Medellin does not assume responsibility towards the user or traveler for events such as accidents, strikes, riots, earthquakes, weather or natural phenomena, safety conditions, political factors, denial of entry or visa permits, legal issues of the traveler, health issues and any other case of force majeure or fortuitous event that may occur before or during the trip.

In case of force majeure or fortuitous event before or during the trip (accidents, strikes, riots, earthquakes, climatic factors, safety conditions, political factors, denial of entry permits, health issues, among others), or simply with the order to guarantee the success



of the plan, the operator and / or Feel Medellín may modify, replace or cancel itineraries, dates, optional services, which is now accepted by the passenger at the moment of acquiring the services.

## **9. Customized Tours**

The user can request a quote, sending his request to [info@feelmedellin.com](mailto:info@feelmedellin.com), detailing the date, the type of tour, if he requires bilingual guide, time of duration, number of passengers and other necessary characteristics.

Response time: The quote will be sent during the following 48 hours from the receipt of the request.

Each quote will have a valid date, which Feel Medellín reserves the right to choose its duration.

These terms and conditions were published on the Feel Medellín website on February 23, 2018 and become effective as of the date of publication.