

TERMS AND CONDITIONS OF THE SERVICES AND TOURIST PACKAGES PURCHASE WITH TERMALES SANTA ROSA DE CABAL - HOT SPRINGS COMPLEX

1. LIABILITY CLAUSE:

TERMALES SANTA ROSA DE CABAL is responsible for the provision and quality of the services or tourist packages of family recreation in thermal water pools in the form of a day pass in the establishment of commerce denominated: Balneario Santa Helena, under the terms and conditions established for each service. Likewise, it is responsible for making the refunds referred to in the third chapter of this document: "Policy of withdrawal, cancellation and other circumstances of reimbursement".

TERMALES SANTA ROSA DE CABAL does not assume responsibility for events such as: accidents, strikes, riots, earthquakes, climatic or natural phenomena, security conditions, political factors, denial of entry permits, health issues or any other circumstance of force majeure that alters the normal development of the provision of tourist services, and will only undertake to provide the services that are not affected by these events and/or to make refunds as appropriate, as the case may be.

2. GENERAL CONDITIONS:

2.1 Conditions of service:

- The rates offered by **TERMALES SANTA ROSA DE CABAL** are subject to variations due to factors such as: the service or tourist package purchased, the season in which the reservation or purchase is made, the reforms carried out by the national or local government to taxes, fees or contributions, among others..

- The rates in effect at the time of the confirmation of the reservation are kept until the corresponding payment of the acquired service, as long as this is carried out within the term established for it.

- The users of the Balneario Santa Helena must adjust to the shifts established and communicated on the official website of **TERMALES SANTA ROSA DE CABAL** www.termales.com.co. In case of delay, the user will lose this time inside the complex, this time will not be refundable or cumulative upon the next service shift.

- For each reservation, **TERMALES SANTA ROSA DE CABAL** will send the user a confirmation text to the email registered in the system. The user will be responsible for carefully reading and verifying the details described therein. The user might express nonconformity within 24 hours after receiving the confirmation text if there is any modification to be performed.

If the user does not report any disagreement, it will be understood that the terms and conditions mentioned were read and accepted.

- The modification of the reservation to a lower number of people than those initially registered in the reservation, will generate as a penalty the charge of the original rate if the reservation is not modified to the correct number of attendees, at least **24 hours before the service is rendered**.

- The modification to the type of passport / day pass ticket purchased for your visit to the complex is allowed as long as the request to change the type of passport is made at the latest, directly at the ticket office of the establishment prior to the entrance to the complex. Therefore, it is understood that once the passports purchased have been redeemed at the ticket office and have been billed, they cannot be changed to a different passport / day pass ticket.

- Every person who books the Spa must be at least 10 minutes before the beginning of the therapy to complete the check-in process, since the time allocated for the therapy will begin to count from the time initially agreed by both parties. In case of late arrival to the therapy, this time will not be refundable or accumulative.

- For some tourist packages, there may be particular terms and conditions that exempt the application of the conditions described above, for example, special or promotional plans will have specific conditions that will be indicated in the plan itself. However, these plans will be subject to the right of withdrawal as described in the third chapter of this document entitled: "Policy of withdrawal, cancellation and other circumstances of reimbursement".

- No food or beverages are allowed in the complex. The conditions of the food service included in the tourist package of **TERMALES SANTA ROSA DE CABAL** will be provided by the establishment.

- **TERMALES DE SANTA ROSA DE CABAL** offers smoke-free areas; cigarettes are not provided, however, there are areas for smokers.

2.2 Minors (under 18 years of age)

- TERMALES DE SANTA ROSA DE CABAL will not charge any access fee to the services of the Hot Springs complex to children under 90 cm tall, however, those children between 91 cm and 1.20 cm tall must pay a child rate. Those over 1.20 cm tall must pay the regular rate.

- Children under 12 years of age must be accompanied by a responsible adult.

- **TERMALES SANTA ROSA DE CABAL** is against exploitation, pornography, sex tourism and other forms of sexual abuse with minors, in accordance with the provisions of Law 679 of

2001, Law 1336 of 2009, among others. Users are warned that the exploitation and sexual abuse of minors in Colombia are considered crimes and are penalized.

2.3 2.3 Pet Policy: Pets are allowed in any of our facilities **as long as they are service or assistance animals.**

Definition of service or assistance animal: Refers to any dog individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for purposes of this definition. The work or tasks performed by a service animal must be directly related to the person's disability. Examples of work or tasks include, but are not limited to, assisting people who are blind or have low vision with transportation and other tasks, alerting people who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pushing wheelchairs, assisting a person during a seizure, alerting people to the presence of substances that may cause allergies, retrieving items such as medicines or the telephone, providing physical aid and assistance with balance and stability for people with mobility disabilities, and helping people with psychiatric and neurological disabilities by avoiding or interrupting impulsive or destructive behaviors.

Before entering the commercial establishments of TERMALES SANTA ROSA:

- The guest or visitor must inform at the time of booking if he/she will be accompanied by an assistance animal.
- For reservations made through the website www.termales.com.co, the guest or visitor must be aware of the conditions and restrictions indicated in the reservation confirmation.
- Lodging or visiting in the company of assistance animals will only apply to the river, mountain and residential waterfall buildings. In the specific case of common areas determined as swimming pools, self-service or restaurant, it will be limited to an exclusive space for the enjoyment of these services in the sector, with the understanding that the assistance animal may not use the pools and showers of common areas of the establishment.
- The rate to be applied for lodging at the hotel with the dog shall be in accordance with the prices established by the Hotel.
- The Guest shall provide TERMALES SANTA ROSA with the following documents:

(a) Current vaccination certificate, including the last rabies vaccination, must specify name of the product, lot number, date of administration, validity of the vaccination and signature

of the veterinarian.

b) Certification of the assistance animal issued by national or international centers by qualified personnel, belonging to or approved by the Colombian Association of Zootherapy and related activities or by the entity authorized by the Colombian Agricultural Institute, ICA, or whoever acts in its stead. The card issued by the referred associations shall contain: i) The photo of the animal, ii) The name and breed to which it belongs, iii) Name and identification of the user or owner of the animal, iv) Date of issue and expiration, v) Validity of vaccinations and training center.

Note: Given their high level of dangerousness, canine specimens belonging to one of the following breeds or their crosses or hybrids: American Staffordshire Terrier, Bullmastiff, Doberman, Dogo Argentino, Dogo de Bordeaux, Fila Brasileiro, Neapolitan Mastiff, Bull Terrier, Pit Bull Terrier, American Pit Bull Terrier, de presa canario, Rottweiler, Staffordshire Terrier, Japanese Tosa and those new breeds or mixtures of breeds that the national Government determines, shall at all times wear a muzzle inside the business establishments of TERMALES SANTA ROSA, in addition to having their leash and collar on.

During the time spent in the TERMALES SANTA ROSA commercial establishments, the following restrictions, suggestions and recommendations must be observed:

- Make sure that your assistance animal is friendly with other people, especially children, that it has no behavioral problems and is a healthy specimen.
- Do not allow your assistance animal to use towels, sheets, blankets and beds in the room. For this purpose, TERMALES SANTA ROSA will have a special set for them in the room.
- Do not allow your assistance animal to relieve itself inside the room, public areas or gardens of TERMALES SANTA ROSA, be sure to always carry items that allow cleaning and proper disposal of their waste.
- During the stay in the elevators of TERMALES SANTA ROSA assistance animals must be loaded, leashed and / or muzzled in the cases indicated by law.
- The owners of assistance animals are solely responsible for any damage caused in the TERMALES SANTA ROSA facilities to their guests or clients. Consequently, exempt from any responsibility to TERMALES SANTA ROSA for any damage or loss that may be caused to third parties and undertakes to hold harmless TERMALES SANTA ROSA of any claim or litigation, judicial or extrajudicial action of any kind, which is or may be brought against TERMALES SANTA ROSA, for any damage or injury that may suffer or cause to third parties on the occasion of the possession of assistance animals inside the business premises of TERMALES SANTA ROSA.



3. POLICY OF WITHDRAWAL AND OTHER REIMBURSEMENT CIRCUMSTANCES

In accordance with the provisions of article 4 of Decree 557 of 2020, during the validity of the health emergency declared by the Ministry of Health and Social Protection on the occasion of the COVID-19 coronavirus pandemic, and for up to one more year; TERMALES SANTA ROSA DE CABAL will reimburse its users in vouchers / bonus redeemable for services that the TERMALES SANTA ROSA DE CABAL BALNEARIO provides, such as: day trip, spa, food and beverages, taking into account the circumstance of reimbursement. and/or penalty that applies in each particular case.

3.1. Circumstances of reimbursement and/or penalty.


3.1.1 Buyer's remorse / retraction (Article 47 of Law 1480 of 2011): The user may exercise the right of withdrawal within a maximum period of 5 business days from the conclusion of the contract for the provision of services with TERMALES SANTA ROSA DE CABAL, as long as the withdrawal does NOT cross the 24 hours prior to the provision of the contracted service. And only if the sale was made through non-traditional or distance methods, that is, those sales made in the place of residence of the consumer or outside the commercial establishment, and those that are made without the consumer having direct contact with the product purchased, meaning, sales made through channels such as email, telephone, catalog or via e-commerce.

In this event, during the Health Emergency declared by the Ministry of Health and Social Protection due to the pandemic derived from the Coronavirus COVID-19, and for up to one more year, TERMALES SANTA ROSA DE CABAL **will grant the user a voucher / positive balance equivalent to 100% of the amount paid at the time of making the reservation or purchase, valid for 365 days, redeemable in its entirety in any of the services offered by TERMALES SANTA ROSA DE CABAL hot spring complex.**

3.1.2 Withdrawal (Article 4 of Decree 2438 of 2010 compiled in the Sole Regulatory Decree 1074 of 2015):

The cancellation of the service contracted with TERMALES SANTA ROSA DE CABAL when it does not imply retraction within 5 (five) days following the purchase, will generate during the validity of the Sanitary Emergency derived from the Coronavirus COVID-19, and for up to one more year, **a penalty equivalent to the administrative fee for interbank transfers, and the refund of the remaining value of the purchase will be made with a voucher / positive balance valid for 365 days, redeemable in full in any of the services offered by the spa TERMALES SANTA ROSA DE CABAL. As long as the cancellation does NOT cross the 24 hours prior to the provision of the contracted service.**

3.1.3 3.1.3 No-show or failure to cancel 24 hours in advance (Article 65 of Law 300 of 1996): When the user does not show up on the day of the reservation, does not use



the agreed services, or does not cancel them at least twenty-four (24) hours in advance will generate as a penalty the retention by TERMALES SANTA ROSA DE CABAL of the deposit or advance paid by the user.

3.2 Grounds for exemption from the application of the penalty:

- Cases of force majeure or fortuitous event, duly proven, are exempted from the application of the penalties provided above. By way of illustration, some of them are listed below:

- Death of the reservation holder or a relative up to the second degree of consanguinity: In this case, the death certificate or civil registry and the document that certifies the link of the users registered in the reservation with the deceased person, whether it is the civil registry of birth, civil registry of marriage, among others, must be provided.

- Medical incapacity related to symptoms of COVID-19 or other symptoms for the reservation holder or a relative in the first degree of consanguinity: A suitable document that accredits such situation (medical history, certificate of incapacity, among others), as well as the document that certifies the degree of consanguinity (civil registry of birth) must be provided.


- Reasons related to the COVID-19 pandemic: Such as: restriction of freedom of movement (curfew, curfew, pick and card, pick and gender, among others).

3.3 Procedure for requesting retraction, withdrawal, and other circumstances of reimbursement in vouchers.

To process the request for withdrawal, cancellation or other circumstances of reimbursement in vouchers, the holder of the reservation or purchase must send an e-mail to: reservasbalneario@termales.com.co indicating:

1. The number of the reservation.
2. The request for withdrawal, cancellation, or other circumstance of reimbursement, stating the reason for cancellation.
3. A copy of both sides of the identification card.
4. Support of payment.
5. Copy of the documents that certify the causes that exempt the application of the penalty (if applicable) with a brief statement of the facts that prevent you from using the agreed services .

The deadline for submitting the documents certifying the grounds for exemption from the penalty is equal to the date agreed for the provision of the services purchased. In these



cases, TERMALES SANTA ROSA DE CABAL will grant the user a voucher equivalent to 100% of the amount paid at the time of booking or purchase, valid for 365 days, redeemable in full in any of the services offered by TERMALES SANTA ROSA DE CABAL.

The BONUSES or POSITIVE BALANCE granted by TERMALES SANTA ROSA DE CABAL can be redeemed at any time during the validity of the same only by means of a new previous reservation.

BY CLICKING ON THE "I HAVE READ AND ACCEPT THE LEGAL TERMS AND CONDITIONS" BUTTON, I FREELY AND KNOWINGLY ACCEPT THE TERMS AND CONDITIONS OF THE SERVICES AND/OR TOUR PACKAGES PURCHASED WITH TERMALES SANTA ROSA DE CABAL, BALNEARIO (HOT SPRINGS COMPLEX) MENTIONED ABOVE.

IN THE SAME SENSE, I UNDERSTAND THAT IF I DO NOT CONSENT AND ACCEPT THE TERMS AND CONDITIONS OF THE SERVICES AND/OR TOURIST PACKAGES ACQUIRED WITH THE BALNEARIO DE TERMALES SANTA ROSA DE CABAL IN THEIR ENTIRETY, I SHOULD NOT COMPLETE MY REGISTRATION.

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