

## **Terms of Use**

THIS IS A BINDING LEGAL AGREEMENT (“Agreement”). Please read these terms and conditions of use carefully before navigating this website.

### **1. ACCEPTANCE OF THIS AGREEMENT**

This Agreement governs your use of this website and is entered into between Operadora Vallarta Park, S.A. de C.V., (“OVP” or “Park” OVP, “us” or “we”) a Mexican Corporations and you, and you, on behalf of yourself and the buyer, member, or supplier for which you have registered (“you”). By navigating, using, transacting, viewing, transmitting, caching, storing, and/or otherwise utilizing the website, the services or functions offered in or by the website, and/or the contents of the website in any way, you agree to each, and all of the terms and conditions set forth below and waive any right to claim ambiguity or error in this Agreement.

You acknowledge having read, understood, and agreed to be bound by these terms. Your use of the website represents your agreement or consent and will be legally binding and enforceable as the equivalent of your handwritten signature. You represent and warrant that your use of the website occurs within the Mexican Republic, and you are not accessing the website from a jurisdiction where it, this Agreement, or your use would be unenforceable or limited, or subject to any regulatory compliance, registration, tax, approval, or other requirement. You agree not to use the website if you become a resident of any such jurisdiction. If you do not agree to these terms and conditions, please refrain from using the website and exit immediately.

### **2. ELIGIBILITY**

The website is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the website and the information and/or services (if any) offered by the website are not available to minors. If you do not qualify, stop navigating, and leave the website immediately and do not use the website. You must be eighteen (18) years of age or older to use or in any way take advantage of any information of any nature contained on this website. The website and the materials located on or through the website are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal or other professional advice or service. The information contained in or through the website is based upon sources believed to be accurate and reliable; and we have exercised reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to such accuracy. For all of the above reasons, you

should consult your own attorney or other appropriate professional for advice concerning the terms and conditions of this Agreement and/or compliance with any legal requirement.

### **3. OWNERSHIP**

All materials contained on the website are the copyrighted property or legitimately possessed of OVP, including all names, logos, trademarks, service marks, trade dress and trade names are proprietary to OVP or its subsidiaries or affiliated companies and/or third-party licensors (collectively "OVP") in Mexico and other countries and may not be used by anyone for any purpose without our prior express written consent. We consider our trademarks to be valuable assets and take infringement of them seriously. No material from any website owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of these terms, the use of any such material on any other Web, Internet, intranet, extranet, mobile applications, social media, or other computer environment is prohibited. All trademarks, service marks, trade names and trade dress are proprietary to us. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without our prior express written consent. You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information without our prior express written consent. Any reproduction of articles, photographs, illustrations and comments in any physical or electronic publication of OVP without their express permission is expressly prohibited.

### **4. USE OF WEBSITE AND INTERFERENCE**

OVP grants you a limited, non-transferable license to use this website in accordance with the terms and conditions of this Agreement. This website and the content provided in this website, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of OVP, its affiliates, and/or its third party providers and distributors, except that you may download, display and print the materials presented on this website for your personal, non-commercial use only.

You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the design, data or content found on this website, in any case without the prior written permission of OVP. You agree that you will not transmit or otherwise transfer any data or content found on this website to any other mobile device, applications,

computer, server, website, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any mobile device, software, or routine to interfere or attempt to interfere with the proper working of this website. You agree that you will not take any action that imposes a burden or load on the infrastructure that OVP deems in its sole discretion to be unreasonable or disproportionate to the benefits OVP obtains from your use of the website. You will not use this website for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, or threatening. You will not use this website to solicit or in any way communicate with OVP customers or others for any purpose.

You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any Information in which you have an ownership interest) from the website without prior express written consent of OVP or the prior written consent of the appropriate third party.

Per your use of the website, you warrant and represent that any and all the information (if any) you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer or mobile devices, programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for OVP or cause us to lose (in whole or in part) the services of our website or other suppliers. Unauthorized use of this website and/or the materials contained on this website may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure, or obliterate any of such notices. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this website.

OVP reserves the right to modify this website at any time and, in its sole discretion, may make modifications to the website, including without limitation, with respect to the information, advertising, links, product, services and features found at the website or acquired through it (of OVP and/or third-party providers).

## **5. PRIVACY**

By using, accessing, downloading, installing, obtaining, or providing information to and from the website, it will be considered that users have read and accepted these Terms and Conditions (including our Privacy Notice). The use of this website will also be subject to the OVP Terms and Conditions.

To the extent that the website provides interactive features that allow you to send information or data, you expressly acknowledge that you cannot upload, distribute or otherwise publish through the website any content that is illegal, defamatory, obscene, threatening, offensive, harmful, invasive of privacy or publicity rights, abusive, or in any other questionable way that could constitute or encourage a criminal or administrative offense, violate the rights of any third party, or that would otherwise give rise to liability or breaches of laws. When you upload or send us legal materials, you automatically grant us (or indicate that the owner of those rights has expressly granted us) perpetual, royalty-free, irrevocable, and non-exclusive rights, and licenses to use, reproduce, modify, adapt, publish, translate, create derivative works and distribute said materials or incorporate them in any way.

When you provide location, storage, and notification permissions on your mobile device through the website, you agree to provide us your location to provide the geolocation service for maps only within Vidanta Resort where the user is located, this information may also be used for purposes statistical. In addition, you agree to receive multimedia messaging on your cell phone, including messages regarding services and promotions within the website. You can choose at any time not to receive multimedia messaging and reject location permits denying such permissions from your cell phone.

The use of the website involves the electronic transmission of information through the networks of the wireless service provider. Since OVP does not operate or control the wireless networks used to access the website, OVP is not responsible for the privacy or security of wireless data transmissions. Users must use accredited service providers and verify with their wireless service provider information about their privacy and security practices.

You hereby acknowledge having read and accept and agree to all terms and conditions of OVP Privacy Notice, also found at the website, which are hereby incorporated in this Agreement. Personally, identifying data that you provide to OVP and submit at the website will be collected, used, and shared by OVP in accordance with its Privacy Policy.

## **6. CONTENT LINKED TO THE WEBSITE**

Links to other sites and applications we think may be of interest to you are provided for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by, or services provided by them, and we are not responsible for the materials, services, or other situations at or related to or from any other site. Please exercise discretion while browsing the Internet and using the website. You should be aware that when you are using the website, you could be directed to other sites

or applications that are beyond our control which are governed by their own terms, conditions, and privacy policies. There are links to other sites that take you outside of the website. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive.

We reserve the right to disable links from any third-party sites to the Website. We make no representations concerning the content of the sites listed in any of the Website's directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in the sites listed in any search results or otherwise linked to the Website. Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

## **7. USER ACCOUNT**

OVP may, at its sole discretion, provide users access to restricted portions of the Website, including, among others, one or more user accounts where specific information and services may be provided and / or obtained to users. Users entering said locations may be subject to additional Terms and Conditions as specified in relation to the services provided. Users with service accounts are responsible for maintaining the confidentiality of their account and password, as well as restricting access to their mobile device. You accept responsibility for all activities that occur with your account or password.

We inform you that the Website uses cookies and web beacons to obtain personal information from you as your type of mobile device, browser, operating system, among others. The use of advertising cookies, sent by third parties is a standard process in the Internet industry.

## **8. SOFTWARE REQUIREMENTS**

In order to use the Website, the user must have a compatible computer, phone, or mobile device, with an internet connection and that meets the minimum specifications ("Software requirements"). The phone software requirements are as follows: IOS 11.1.4 or higher for versions of iPhone APPLE and Android 5.0 Lollipop or higher to see phone devices with Android operating system. The Website was created for the most recent version available in the market of the operating systems of the users' mobile devices and compatibility problems may arise when using previous versions. The Company may request Users to update their version of the Website at any time. Although all efforts will be made to

preserve the configurations and personal preferences of the Users, there will still be the possibility that they will be lost.

OVP explicitly disclaims any responsibility for the accuracy, content, or availability of information found on the Website that link to or from the Website. OVP cannot ensure that you will be satisfied with any products or services that you purchase from the Website or from a third-party site that links to or from the Website or third-party content on the Website. OVP does not endorse any of the merchandise, nor has it taken any steps to confirm the accuracy or reliability of any of the information or content in, such third-party sites. OVP does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against OVP and/or any of its owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permitters and employees (individually and collectively, the "OVP Releasees") with respect to such sites and third party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## **9. RELATIONSHIP OF THE PARTIES**

You and OVP are independent contractors, and no agency, partnership, joint venture, employee- employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **10. JURISDICTIONAL ISSUES**

The products and/or services described and made available through the Website are available and provided only in the Mexican Republic. You shall comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the website and your solicitation of offers to purchase and/or sell products and/or services. This Agreement shall be governed by and construed in accordance with the laws of Mexico, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the terms of this Agreement shall be filed only in Mexico and that any controversy arising out of or relating in any way to the Agreement or your stay in the Park shall be resolved exclusively in accordance with the dispute resolution procedure set forth in this Paragraph. The parties may resort to the conciliatory proceeding before the "Procuraduría Federal del Consumidor" (Federal Consumer's Protection Agency of Mexico). If the parties cannot reach a resolution through a proceeding before the "Procuraduría Federal del Consumidor" or elect not to pursue such a proceeding, all disputes arising out

of or relating in any way to the terms of this Agreement or your stay in the Park that is the subject of this Website or related sites shall be settled exclusively and finally under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator of Mexican Nationality. The parties shall attempt to agree on the arbitrator who will be designated to resolve their dispute. However, if no such agreement is reached within thirty (30) days of the day of reception by the respondent of the Arbitration Demand from the Secretary General, the sole arbitrator shall be designated by the General Council of the CAM, which designation shall be conclusive and binding on the parties. The place of arbitration shall be Mexico. The language in the arbitration proceedings shall be Spanish. The applicable law shall be the federal laws of Mexico. Any claim submitted to arbitration under this paragraph shall be adjudicated strictly on an individual basis, and no arbitration under this paragraph shall proceed as a class action. You expressly waive your right to pursue any claim or legal action against OVP and/or any of its owners, partners, subsidiaries, affiliates, franchisees and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and employees in any other jurisdiction or venue that might otherwise be claimed by reason of any present or future domicile, residence, place of business, or any other reason. The parties agree that the courts of Guadalajara, Jalisco, Mexico shall have exclusive jurisdiction over any action to enforce, vacate, or modify any award of an arbitrator entered in an arbitration under this paragraph. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

## **11. ATTORNEY'S FEES**

If OVP or its affiliates take any action to enforce this Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

## **12. INJUNCTIVE RELIEF**

You acknowledge that a violation or attempted violation of any of this Agreement and these terms and conditions will cause such damage to OVP as will be irreparable. Accordingly, you agree that OVP shall be entitled as a matter of right to an injunction issued by a court of competent jurisdiction (pursuant to paragraph 11 above), restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by OVP in obtaining such an injunction, including, without limitation, reasonable attorney's fees, in addition you acknowledge that OVP may be entitled to file a claim for such damages or any other legal action that deems necessary in its discretion in accordance

with paragraph 14 above. You agree that no bond or other security shall be required in connection with the injunction.

### **13. TERMINATION**

This Agreement is effective until terminated by either party. You may terminate these terms at any time. Your access to the Website may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must destroy all materials obtained from the Website and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to OVP, its affiliates, and its third-party providers or distributors, as applicable. You acknowledge that you have not paid any consideration for the installation and use of this Website, other than your agreement to abide by the terms of this Agreement, and that you are not entitled to any refund or other remedy in the event your use of this Website is terminated.

### **14. ASSIGNMENT**

You may not assign, convey, subcontract, or delegate your rights, duties or obligations hereunder.

### **15. AMENDMENT OR MODIFICATION, AND ABSENCE OF WAIVER**

We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes. Your continued use of the Website following the posting of changes to this Agreement will mean you accept those changes. Please print and retain a copy of this Agreement, as it may be changed from time to time, for your records. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. You agree that you will execute and deliver to us, in recordable form, if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

## **16. ADDITIONAL TERMS**

Additional terms and conditions may apply to sites related and/or other uses of portions of this Website, and you agree to abide by such other terms and conditions. You acknowledge that such additional terms and conditions were prepared by personnel of the hotels, resorts and others advertised on the Website. Such personnel and others retain ultimate control over the policies and procedures that they choose to implement at their web sites. The information contained in or through the Website is based upon sources believed to be accurate and reliable; and we have attempted to exercise reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to such accuracy. For all of the above reasons, you should consult your own attorney or other appropriate professional for advice concerning the terms and conditions of this Agreement and/or compliance with any legal requirement.

## **17. SEVERABILITY**

These terms and conditions shall be deemed severable. In the event that any provision contained herein is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions, all of which shall be construed to the maximum extent permitted by law in accordance with the intent of the parties as reflected in this Agreement.

## **18. HEADINGS**

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

## **19. ENTIRE AGREEMENT**

This Agreement, together with any terms and conditions incorporated herein or referred to herein, constitutes the entire agreement between us relating to the installation and use of this Website, supersedes any prior understandings or agreements (whether oral or written) regarding the installation and use of this Website, and may not be amended or modified except in writing or by making such amendments or modifications available on this Website.

## **20. RELATIONSHIP WITH OTHER AGREEMENTS**

Neither this Agreement nor anything contained in this Website shall alter any other contractual relationship between you and OVP, its affiliates or any third-party providers or distributors. Specifically, and without limitation, this Agreement shall not in any way modify or amend the terms, conditions, rights, or privileges provided for in any other Contract or

legal relationship or any other agreement that you executed or execute in the future relating to your use of the resorts which are the subject of this Website.