



TERMS OF SERVICE

Last update: January 01, 2020

A. CONCEPTS

User.- A person that has access to the online platform and/or app which is available for the public in general, specifically the common online User.

RUTOPIA.- It refers to the enterprise called RUTOPIA TURISMO BICULTURAL SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE, which is the owner of the domains and subdomains <https://www.rutopia.com>. Through the platform, Communities//Tourism service providers and/or any Authorized Third Party by RUTOPIA advertise and/or display Experiences.

Communities // Tourism Service Providers // Authorized Third Parties. - Are those natural and/or legal persons that advertise, display and/or offer Experiences through the domains and sub-domains <https://www.rutopia.com>. Prior to the offer of its services and/or products, the Communities // Tourism Service Providers // Authorized Third Parties overtook an approval process and verification by RUTOPIA.

Online platform // WEBSITE. - Refers to domains and sub-domains <https://www.rutopia.com> managed by RUTOPIA.

Additional Conditions. - Are those terms and conditions that the Communities // Tourism Service Providers // Authorized Third Parties, may publish, refer or provide through a link on the online platform, on a particular event, promotion and/or any of a similar nature.

Content. - It is any text, data, graphic, image, photography, video, audio, information, suggestion, orientation and any material provided by the User, RUTOPÍA and/or the Communities // Tourism Service Providers // Authorized Third Parties that are uploaded and/or in any other way are on the platform.

Services. - These are the functions and components that integrate and are part of the online platform, which can be used and/or exploited by the User and/or the Communities // Tourism Service Providers // Authorized Third Parties; as well as the functions described in the sections of this instrument.

Experiences. - It is the integration of the previous concept in only one product, by two or more tourist services or related to these, and that is offered to the public in general// User through the WEBSITE. The packages that are offered and administrated by Communities // Providers of Tourist Services // Authorized Third Parties.

B. OBJECT OF THE CONTRACT

The purpose of this contract is to regulate the access and/or use of the WEBSITE which includes the domains and sub-domains <https://www.rutopia.com> administered by RUTOPÍA. The access and/or use is by the User, as well as the Communities // Tourist Service Providers // Authorized Third Parties. RUTOPÍA TURISMO BIOCULTURAL, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE (which will be referred to as "RUTOPÍA") is a company under the laws of the United States of Mexico. The address is Av Universidad, Número Exterior 1900, Número Interior E-203, Colonia Altillo Universidad, Localidad Coyoacán, Municipio Coyoacán, Entidad Federativa Ciudad de Mexico. RUTOPÍA manages the online platform, which has content, products and/or services that are offered by Communities // Tourist Service Providers // Authorized Third Parties, therefore this contract states the legal relationship between RUTOPÍA, the User and the Communities // Tourist Service Providers // Authorized Third Parties.

**READ CAREFULLY THIS TERMS OF SERVICE BEFORE THE ACCESS OR USE
OF THIS SERVICES**

C. THE CONTRACTUAL RELATIONSHIP

In order to access and/or use the services of RUTOPÍA, you must accept the terms and conditions of this contract, which will legally bind you to comply with the provisions of this instrument.

Consequently, it is made of your knowledge that any prior agreement that has been made in connection with the use, access or acquisition of services offered through the WEBSITE is considered terminated. On the other hand, you are informed that RUTOPÍA may cease to offer its services, or deny access to any person, for any reason, at any time.

Any event, promotion and/or announcement made through the WEBSITE offered to the User is the responsibility of the Communities // Tourist Service Providers // Authorized Third Parties. RUTOPÍA informs you that it is not responsible for any of them. RUTOPÍA is only considered an informative space through which the Authorized Third Parties unilaterally exteriorize their will to publish such events, promotions, warnings, services and/or experiences. We invite the User to consult the "Additional Conditions". Any controversy related to the breach of the "Additional Conditions" are the responsibility of the Authorized Third Parties, thereof RUTOPÍA is exempt from any responsibility for any act or fact related to "Additional Conditions". It is assumed that any responsibility derived from the same must be required of the Authorized Third Party.

You agree that RUTOPÍA may change the terms, conditions, and other aspects of this agreement at any time. Likewise, you accept that after the publication of such modifications by RUTOPÍA in the WEBSITE, such modifications will be binding for you and RUTOPÍA. They will leave without effect the previous version that does not include such changes. Hence, the access and/or use of the WEBSITE after the

publication of the modifications will be considered as a tacit acceptance of the new terms and conditions.

This document includes important information that you should consider before using the services of the WEBSITE.

By USING AND/OR ACCESSING THE EXPERIENCE'S RESERVATION SERVICES AND/OR BY APPLYING TO BE A PROVIDER OF EXPERIENCES YOU ACCEPT THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY, THE TERMS AND CONDITIONS AND THE "ADDITIONAL CONDITIONS". In the case that the User request the Services on behalf of a person or entity other than yourself, you hereby declare that you are authorized by such person or entity to accept this Agreement. The Authorized Third Parties, you agree to submit to the protocols and procedures determined by RUTOPÍA for the publication of experiences on THE WEBSITE. The publication of such experiences is prior authorization of RUTOPÍA.

D. SERVICES

The Services include a technology online platform, managed and created by RUTOPÍA. It allows the User, in a non-limitative manner, to reserve experiences, which may or may not include lodging and activities of all kinds. The services are provided by Communities // Tourist Service Providers // Authorized Third Parties, which have been authorized by RUTOPÍA, and are published on THE WEBSITE to be requested on specific dates.

E. ABOUT THE WEBSITE

In order to benefit from and access the services we offer, as a User you must fill out the form published on the WEBSITE. By doing so, you authorize RUTOPÍA to use your personal data as described in our Privacy Policy.

Likewise, if you are a Community // Tourist Service Provider // Authorized Third Party, you must fill out the form published on the WEBSITE. By doing so, you authorize RUTOPÍA to use your personal data as described in our Privacy Policy.

The User and/or the Community // Tourist Service Provider // Authorized Third Party acknowledge that all content found on the WEBSITE is property of RUTOPÍA. It is expressly forbidden to copy and/or use any content without prior authorization from RUTOPÍA.

"Content" means any text, data, graphics, images, photographs, video, audio, information, suggestions, guidance and other materials provided, made available or otherwise through the WEBSITE, including, without limitation, answers to questions asked by the User and/or publications.

WE MAKE NO GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIENCE, QUALITY OF WORK, STANDARDS OF SAFETY AND OTHER RELATED TO THE PROVISION OF ACCOMMODATION SERVICES AND / OR EXPERIENCES OFFERED BY THE COMMUNITY // TOURIST SERVICE PROVIDER // AUTHORIZED THIRD PARTY.

F. ABOUT THE EXPERIENCES THAT ARE PUBLISHED ON THE WEBSITE

The Content that you obtain or receive from the WEBSITE, employees, contractors, partners, sponsors, advertisers, licensees, Communities, Authorized Third Parties, Tourist Service Providers or others through the Services, is only for informational purposes, programming and/or payment to third parties. All information of the experiences, including without limitation, information shared through THE WEBSITE by the Community // Tourist Service Provider // Third Authorized are the responsibility of the issuer. RUTOPÍA is released from all liability present, past and/or future in any civil, criminal and/or administrative that may arise from such information.

Hereby, RUTOPÍA informs you that it is not responsible to endorse, qualify and/or certify the quality and/or experience and/or safety the experience offered by the

Community // Tourist Service Provider // Third Authorized through the WEBSITE. Notwithstanding the foregoing, in order to provide the User with a pleasant experience, RUTOPÍA evaluates, in accordance with internal guidelines, the project of the Communities // Tourist Service Providers // Authorized Third Parties, prior to the publication of any experience offered through the WEBSITE.

In this sense, RUTOPÍA may remove from the WEBSITE, at any time and without prior notice that experience or experiences of those Communities // Tourist Service Providers // Authorized Third Parties, that it considers does not comply with the guidelines and protocols determined by RUTOPÍA. Therefore, at this time the Community // Tourist Service Provider // Authorized Third Party accepts and recognizes that RUTOPÍA can and will be able to cancel, at any time, the experience or experiences that it considers do not comply with the protocols and guidelines determined by RUTOPÍA.

G. RESERVATION, PAYMENT AND CANCELLATION POLICIES

RESERVATION POLICY. Reservations can be made through THE WEBSITE www.rutopia.com, by e-mail or by the telephone number published on the WEBSITE. Through the page, the traveler reserves their Experience. Reservations are made personalized, both for the availability of the traveler and the communities. The procedure is as follows:

- I. The traveller will indicate the destination, number of days and number of travellers through the form accessible on THE WEBSITE;
- II. RUTOPÍA proceeds to confirm the availability with the Community//Tourist Service Provider;
- III. Once the availability is confirmed, the payment form is sent to the traveller;
- IV. Once the payment has been received, a reservation form is sent, including a travel guide that includes a description of the BIOCULTURAL EXPERIENCE.

The suggested booking time is three weeks prior to the travel date and the minimum time is one week in advance. However, in case of any particular situation, we invite

you to contact RUTOPIA's team and we will do our best to schedule the experience you desire.

PAYMENT POLICY. The forms of payment that RUTOPIA offers are payment options directly on the platform, bank transfer and bank deposit. Direct payment in the community is strictly excluded. Depending on the model you choose, charges may apply for the use booking services. Any reservation that is not made through the WEBSITE www.rutopia.com, in the e-mail and/or in the telephone number published in the WEBSITE, with the response of the e-mail of the confirmation of the reservation and the payment details, will be only and exclusively by account and responsibility of the User.

RUTOPIA cares over the safety of its clients, assumes its obligation for collection of payment and guarantees them that: (a) it will give assistance to Users in the event that the services offered by the Community// Tourist Service Provider // Authorized Third Party are not given; (b) it will assist the User to claim from the Community // Tourist Service Provider // Authorized Third Party the provision of the service, as well as the corresponding compensation; and (c) all those determined by law.

CANCELLATION POLICY. All requests for cancellation must be made through the e-mail address viaja@rutopia.com. RUTOPIA describes its general cancellation policies below:

- I. Reservations that are cancelled, from the time of booking until 15 days before the first day of travel, will be entitled to a full refund.
- II. Reservations that are cancelled, from 15 to 5 days before the first day of travel, will be entitled to a partial refund of 80% of the total amount paid. This 80% can be used in another destination within THE WEBSITE or reimbursed to the traveler.
- III. Canceled reservations from 4 to 0 days before the trip will not be entitled to a partial or total refund.

These cancellation policies are general and apply to any reason for which the traveler chooses to cancel.

In the event that the cancellation, by either party, is made for unforeseeable circumstances or force majeure, such as, but not limited to, natural disasters, including the cancellations made by RUTOPÍA for security measures in favor of the traveler, RUTOPÍA will make available to the traveler a change of date for the same destination at no additional cost but will not be liable of any further indemnification to the User// Community // Tourist Service Provider// Authorized Third Party. The change of date is valid for one year, from the date of initial reservation.

H. SOFTWARE LICENSE

Subject to compliance with the conditions contained in this agreement, RUTOPÍA grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to: (i) access to and use on your personal device only in connection with the use of the Services provided through the online platform; and (ii) access to and use of any content, information and related materials that may be made available through the online platform. In each case for personal use only, commercial use is at all times excluded. RUTOPÍA and their licensors reserve any rights not expressly granted herein.

I. RESTRICTIONS TO THE USER REGARDING THE SOFTWARE LICENSE

You will not be able to: (i) remove any copyright, trademark, or other proprietary notice of/or related to RUTOPÍA; (ii) reproduce, modify, prepare derivative works on the Services, distribute, license, lease, resell, transfer, publicly display, publicly perform, transmit, retransmit or otherwise exploit or through any other legal form the Services, except where this is fully permitted by the ADMINISTRATOR in a written and validly approved document; (iii) decompile, reverse engineer or disassemble the Services, except as permitted by applicable law; (iv) link, mirror or frame any part of the Services; (v) cause or launch any program or script for the purpose of extracting, indexing, analyzing or otherwise prospecting data from any part of the Services or unduly overloading or blocking the operation and/or functionality of any aspect of the Services; and/or (vi) attempt to gain unauthorized access to or damage any aspect of the Services or their related systems or networks.

J. THIRD PARTY SERVICES AND CONTENT

The Services may be made available or accessible in relation to services and content of third parties including, where appropriate, advertising and/or marketing that is published on the WEBSITE and that RUTOPÍA does not control. You acknowledge that it may apply different terms, conditions and privacy policies to the use you make of such services and content of third parties. RUTOPÍA does not endorse such third party services and content and in no event shall RUTOPÍA be liable for any products and/or services of third party providers.

K. THE LEGAL RELATIONSHIP BETWEEN THE COMMUNITY // TOURIST SERVICE PROVIDER // AUTHORIZED THIRD PARTY AND THE USERS

The Community // Tourist Service Provider // Authorized Third Party, undertakes to provide the User with the services in the manner and under the terms published on the WEBSITE. Moreover, the Community // Tourist Service Provider // Authorized Third Party undertakes to comply with the requirements and adopt the minimum security measures required by Mexican Law and official standards to provide services that are related to the activities they offer.

Equally, the Community // Tourist Service Provider // Authorized Third Party and the User, release RUTOPÍA from all present and/or future liability for non-compliance with the minimum security requirements by The Community // Tourist Service Provider // Authorized Third Party, in the understanding that it is the responsibility of the latter, and not RUTOPÍA, to comply with such requirements for being tourist service providers.

L. THE LEGAL RELATIONSHIP BETWEEN THE USER AND RUTOPÍA

RUTOPÍA administers THE WEBSITE, as well as the contents of the same so that the User has a positive experience in booking experiences; it is for this reason that RUTOPÍA: (a) will give assistance to Users in the event that the services offered by the Community // Tourist Service Provider // Authorized Third Party are not given; (b) will help the User to claim the Community // Tourist Service Provider // Authorized

Third Party the provision of the service, as well as the corresponding compensation; and (c) all those determined by law. For such means, the User must make reservations and payments through the WEBSITE in the manner, time and place indicated in the same.

M. USER ACCOUNT

In order for the User to be able to access and use the Services provided by RUTOPIA through the WEBSITE, they must register by filling in the survey provided for this purpose. To obtain a reservation they must have the minimum age allowed by law.

Likewise, in order for the Community // Tourist Service Provider // Authorized Third Party to be able to access and use the Services provided by RUTOPIA through the WEBSITE, they must register by filling in the form or forms provided for this purpose.

In both cases, through the registration process you will be required to provide RUTOPIA with certain personal information, such as, but not limited to, your name, address, mobile phone number, among others. You agree that the information in your record is accurate and updated. If you do not submit your registration information accurately, completely and updated, it may result in your inability to access and use the Services and/or termination of this agreement with RUTOPIA. Finally, you can consult the processing of your personal data at <https://rutopia.com/wp-content/uploads/2019/12/PRIVACYPOLICYRUTOPIA.pdf>

N. PERSONAL INFORMATION

Protecting Users' privacy and keeping their information secure are among our top priorities. This section will help you understand what information we ask for and why.

In order for the User to be able to access and use the Services provided by RUTOPIA through the WEBSITE, they must register by filling in the survey and/or form provided for this purpose. When a User makes a reservation through the WEBSITE, RUTOPIA, in its capacity as administrator of the WEBSITE, may send

data from third parties to their suppliers, which in a more limited way includes the Community // Tourist Service Provider // Authorized Third Party, which will have the character of managers and will be responsible for:

- I. Only process personal data according to RUTOPÍA's instructions;
- II. Refrain from processing personal data for purposes other than those instructed by RUTOPÍA;
- III. Implement security measures for the non-disclosure of such data;
- IV. Keep confidentiality regarding the personal data processed;
- V. Delete the personal data subject to processing once the legal relationship with RUTOPÍA has been fulfilled or on the instructions of the person in charge, provided that there is no legal provision requiring the conservation of personal data; and
- VI. Refrain from transferring personal data except in the case that RUTOPÍA so determines, the communication derives from a subcontracting, or when so required by the competent authority.

You can read the treatment of your data in our Privacy Policy which describes the treatment of personal data you provide to RUTOPÍA, either as a User or Community // Tourist Service Provider // Third Authorized Party.

By submitting such information, you authorize RUTOPÍA, its employees, agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review our Privacy Policy carefully, as your use of the Services constitutes your acceptance of the Privacy Policy.

The User may choose to give additional information through the form and/or questionnaire in order to share their opinions and their appreciation of the experience provided by the Community // Tourist Service Provider // Third Party Authorized. Likewise, the User, in order to receive exhaustively the tourist services, and to have a better experience, may be required to fill out forms and/or additional questionnaires contained in the WEBSITE. The objective is that the Community // Tourist Service

Provider // Authorized Third Party are able to provide a better experience. The information includes, but is not limited to, food preferences and activities.

You authorize RUTOPÍA to share your information with the Communities // Tourist Service Providers // Authorized Third Parties. Likewise, the User acknowledges that the information provided, through the forms and/or questionnaires contained in the WEBSITE, is truthful for the fulfilment of the services. You also authorize RUTOPÍA to use the data and/or information you provide in forms and/or questionnaire in accordance with our Privacy Policy.

O. YOUR RESPONSIBILITIES

The Services may be fee-based, depending on the model you choose. This may involve charges for the use of experience booking services. Any hiring of experiences that are not made through the WEBSITE will be solely and exclusively for the account and responsibility of the User, any dispute that arises and/or that may arise from the hiring of services outside the WEBSITE between the User and the Community // Tourist Service Provider // Third Authorized must be resolved between the parties. RUTOPÍA is released from any liability civil, criminal and / or administrative past, present and /or future that may arise because of the preceding.

In addition, RUTOPÍA may take legal action (in accordance with the provisions of the clause relating to applicable law or whose name fits the purpose of legal action, its competence and jurisdiction) and implement any technological measures to prevent violations of the restrictions contained in this contract and to ensure its compliance.

P. LINKS TO OTHER WEBSITES

While using the Services, you may find links to other websites. These links are provided for your convenience and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible for the content or accuracy of these other websites. Although we try to link only to trusted websites, they may contain materials that are objectionable, illegal or inaccurate, and we will not be responsible for the legality or decency of material

contained or accessed through such websites, nor will we be liable for any damage caused to your computer due to any of the links.

Q. CONTENT SENT

The User will be able to send comments and ratings about their experiences to RUTOPÍA and/or the Community // Tourist Service Provider // Authorized Third Party through the WEBSITE, as well as participate in other interactive or community features that are part of the online system. It is important that you act responsibly when providing "Published Information".

RUTOPÍA reserves the right to investigate, and in its sole discretion and if necessary take appropriate legal action against any person who violates these Terms of Service, including without limitation, removing any offensive communication from the Services and terminating the account of such violators or blocking their use of the Services.

By posting the Information through the Services, you hereby accept and grant, represent and warrant that you grant to RUTOPÍA and its affiliates an irrevocable, perpetual, royalty-free, fully sub licensable license: to use, copy, perform publicly, digitally perform, publicly display and distribute such "Published Information" and to adapt, edit, translate, prepare derivative works of, or incorporate into other works such Published Information. RUTOPÍA shall have the exclusive right to use, utilize and exploit this license to the extent that it combines its "Published Information" with the "Published Information" of other Users.

With respect to the assignment of rights contained herein, you grant your approval for RUTOPÍA to assign or transfer such rights to any natural or legal person, without distinction of commercial, civil or any other type. RUTOPÍA does not grant authorization to you to assign any rights that may be transferred by reason of the conclusion of this contract or litigious rights related to this contract and/or provision of services arising from the use of the WEBSITE, so in order to transmit such rights, you

must obtain the express permission of RUTOPÍA, in writing and signed by two witnesses.

If any provision of these Terms shall be deemed unlawful, void or unenforceable, in whole or in part, pursuant to any law, that provision or part thereof shall be deemed not to form part of these Terms. The legality, validity and enforceability of the remaining provisions of these Terms shall not be affected.

In relation to the foregoing, such provisions shall be replaced once the condition affecting them has been ascertained, in whole or in part, as far as possible, in order to grant an effect and application similar to the extent of the law in accordance with the applicable laws and/or customs, subject to a judicial declaration by the competent authority.

R. NOTIFICATIONS

RUTOPÍA shall have the right to make you any kind of notification, by means of an e-mail sent to the e-mail address provided through the form and/or questionnaire, by text message, telephone call or by means of the communication system. However, any notification that you wish to make RUTOPÍA must be made by registered mail to the address provided as indicated in this contract, or to the e-mail: viaja@rutopia.com.

S. REGARDING SAFETY

You agree to indemnify and hold harmless RUTOPÍA, its directors, employees and/or any other person from and against any claim, demand, loss, liability and expense (including attorneys' fees) arising out of: (i) your use of the Services or goods obtained through your use of the Services provided by RUTOPÍA or by consumers; (ii) your breach or violation of any provision of this Membership Agreement; (iii) RUTOPÍA's use of your User Content; or (iv) your violation of the rights of any third party, including consumers.

T. FEEDBACK

You may send ideas, suggestions, comments, images, photographs and/or videos to RUTOPÍA by any means, and you hereby transfer to RUTOPÍA all rights to such comments without charge. You also agree that RUTOPÍA shall have the right to use and fully exploit such ideas, suggestions, comments, images, photographs and/or videos in any manner we deem appropriate, including posting on the Internet or social networks. Please note that any ideas, suggestions, comments, images, photographs and/or videos you provide to us will not be treated as confidential information, so you agree that such information is not considered confidential or proprietary to you and that no intellectual property rights are violated or infringed. If you wish to submit certain ideas and/or special material, you may only submit ideas, suggestions, comments, images, photographs and/or videos if you have obtained appropriate industrial property rights and other permissions to present such materials and to allow RUTOPÍA to use such material without restriction. You agree that you will not violate or infringe upon the rights of others, including privacy, publicity, and intellectual property rights, such as copyright and industrial property rights.

By sending us your comments, you agree that:

- I. RUTOPÍA will own, exclusively, all known or later discovered Feedback rights;
- II. RUTOPÍA shall not be subject to any obligation of confidentiality and shall not be liable for the use or disclosure of any Feedback; and
- III. RUTOPÍA shall be entitled to full use of such content for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

U. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED THROUGH THE ONLINE PLATFORM AND ARE SUBJECT TO AVAILABILITY.

ANY STATEMENT OR WARRANTY NOT SET FORTH HEREIN IS DEEMED WAIVED BY THE PARTIES AND MAY NOT BE INVOKED BY ANY MEANS.

RUTOPIA DOES NOT GUARANTEE THE QUALITY, SUITABILITY AND/OR SAFETY STANDARDS THAT COMMUNITIES // PROVIDERS OF TOURIST SERVICES // AUTHORIZED THIRD PARTIES MUST HAVE.

YOU AGREE THAT RUTOPIA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY (A) BUSINESS INTERRUPTION; (B) ACCESS DELAYS OR INTERRUPTIONS OF ACCESS TO THE WEBSITE; (C) DECEPTION, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (D) COMPUTER VIRUS, SYSTEM FAILURE THAT MAY OCCUR IN CONNECTION WITH THE USE OF THE WEBSITE, INCLUDING LINKS TO THIRD PARTY SITES; OR (E) EVENTS BEYOND RUTOPIA'S REASONABLE CONTROL. ALSO, TO THE FULLEST EXTENT PERMITTED BY LAW, RUTOPIA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS) IN CONNECTION WITH THE WEBSITE. WE DO NOT GUARANTEE THE QUALITY, SUITABILITY AND/OR SAFETY STANDARDS THAT THE COMMUNITIES // PROVIDERS OF TOURIST SERVICES // AUTHORIZED THIRD PARTIES MUST HAVE. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE INFORMATION PROVIDED BY THE COMMUNITIES // PROVIDERS OF TOURIST SERVICES // AUTHORIZED THIRD PARTIES ON THE SITE, OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE WEBSITE.

V. LIABILITY DISCLAIMERS

IN THIS ACT, YOU EXEMPT RUTOPIA FOR ANY DAMAGE ARISING FROM THE PERFORMANCE OF ANY SERVICE PROVIDED BY COMMUNITIES / / PROVIDERS OF TOURIST SERVICES // THIRD PARTIES AUTHORIZED YOU AND/OR ANY OTHER THIRD PARTY, AS WELL AS ANY OTHER DAMAGE RELATED TO THE PROVISION OF EXPERIENCES OF ANY KIND, LOSS OF OBJECTS FROM THE PLACE ARISING FROM ANY CRIME, DAMAGE TO YOUR PERSON OR ANY OF YOUR PROPERTY OR THIRD PARTIES, NOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE PERFORMANCE OF ANY

SERVICE AND/OR THAT, BY REASON OF THE REQUEST FOR ANY SERVICE IS CAUSED ANY DAMAGE.

ALTHOUGH RUTOPIA PROVIDES TO USERS INFORMATION FROM THIRD PARTY TOURISM SERVICE PROVIDERS THROUGH THE WEBSITE, RUTOPIA DOES NOT RECOMMEND, ABLATE, OR CERTIFY ANY OF THESE. ALTHOUGH RUTOPIA CONDUCTS RESEARCH INTO COMMUNITIES // TOURISM SERVICE PROVIDERS // AUTHORIZED THIRD PARTIES, WE DO NOT GUARANTEE THAT THEY WILL MEET MINIMUM SECURITY GUIDELINES, PERMITS AND CONCESSIONS FOR THE OPERATION OF LEGAL SERVICES IN ACCORDANCE WITH LAW. IT IS THE SOLE RESPONSIBILITY OF EACH COMMUNITY // TOURIST SERVICE PROVIDER // AUTHORIZED THIRD PARTY AGAINST THE PROTOCOLS, AUTHORIZATIONS, PERMITS AND SECURITY MEASURES THAT THE LAW INDICATES, AS WELL AS TO MAKE THE USER AWARE OF THEM. SO, RUTOPIA IS RELEASED FROM ALL PRESENT, PAST AND / OR FUTURE LIABILITY IN ANY CIVIL, CRIMINAL AND/OR ADMINISTRATIVE THAT MAY ARISE FOR SUCH REASON, REASONS AND/OR CIRCUMSTANCES.

THE QUALITY OF THE EXPERIENCE IS COMPLETE RESPONSIBILITY OF THE PROVIDER OF SUCH SERVICES. THEREFORE, WHEN USING THE SERVICES OF ANY COMMUNITY//TOURIST SERVICE PROVIDER//AUTHORIZED THIRD PARTY, YOU MAY BE EXPOSED TO SERVICES AND SKILLS THAT ARE POTENTIALLY DANGEROUS, RISKY AND/OR HARMFUL, SO THE USE OF THE SERVICES AS A USER IS AT YOUR OWN RISK.

W. NETWORK AND DEVICES ACCESS

You are responsible for obtaining access to the data network necessary to use the Services. Your mobile network data and message rates and fees may apply if you access or use the Services from a wireless device and you are responsible for such rates and fees. You are responsible for purchasing and upgrading compatible hardware or devices necessary to access and use the Services and any upgrades thereto. RUTOPIA does not warrant that the Services, or any part thereof, will

operate on any particular hardware or device. In addition, the Services may be subject to malfunctions or delays inherent in the use of the Internet and electronic communications.

In any case is RUTOPÍA responsible for the malfunction of the data network contracted by the User, nor has any relationship with its service provider. Likewise, RUTOPÍA does not set fees or costs for the data service or Internet contracted by you.

X. USER CONTENT

You may publish, send or otherwise make known to others by means of content services text messages, or applications with similar services or means involving the transmission of audio-visual material, as well as make comments related to the service provided by RUTOPÍA through its service providers. It will be at the sole discretion and prior permission granted by RUTOPÍA to you, prior to such broadcasts.

Consequently, you grant RUTOPÍA a worldwide, perpetual, irrevocable, transferable, royalty-free license with the right to sublicense, use, copy, modify, create derivative works, distribute, publicly display, publicly perform or otherwise exploit in any way such User Content in all formats and distribution channels, now known or hereafter devised, without requiring any notice or consent from you and without requiring payment to you or any other person or entity.

You declare and warrant that: (i) you are the sole and exclusive owner of all User Content or that you have all the rights, licenses, consents and permissions necessary to license User Content to RUTOPÍA as set forth above; and (ii) that such content will not violate any legal provision or cause harm to RUTOPÍA, as well as will not have any kind of conflict in intellectual property material or proprietary rights of a third party or rights of publicity or privacy.

You agree not to provide User Content that is defamatory, violent, obscene, pornographic, or unlawful; the qualification of such User Content shall be at RUTOPÍA's sole discretion, and you permit RUTOPÍA to control, check, or delete User Content, which shall be a right of RUTOPÍA but not an obligation.

Y. USER REQUIREMENTS AND BEHAVIOUR

The services offered through the online system are exclusive for persons over 18 years of age, or persons who have the necessary legal capacity to contract. Therefore, in order to safeguard the rights and obligations contained in this contract and of persons, you as a User are prohibited from authorizing third parties to use your account in any device. The consumer may only require the services offered by the ADMINISTRATOR for a minor under 18 years if he exercises parental authority or guardianship of them, so they must be present the guardian or who exercises parental authority at all times.

If you use the Services on behalf of a natural or legal person other than yourself, you hereby represent that you are authorized by such person or entity to accept this Agreement on behalf of such person or entity. In that regard, RUTOPÍA may transfer to the account holder the acceptance of such protocols and procedures as it may determine.

The services provided by RUTOPÍA are available to persons of all ages, except for some restrictions that RUTOPÍA makes known to the consumer at the time the service is requested; however, when a service is requested for a minor, it must always be accompanied by the person exercising parental authority. RUTOPÍA is released of all liability if the User does not comply with this condition. Also, minors may not register or register reservations in the online system, so only those who exercise parental authority or guardianship over them may access the Services.

Also, you understand and accept that everything contained in these terms and conditions in relation, will be applicable to the operations and hiring of services contained in the WEBSITE.

By using the Services, you agree:

- I. NOT to violate this Agreement or any RUTOPÍA rules concerning your use of the Services;
- II. NOT to violate any law or regulation in force in the Mexican Republic whether local or federal;
- III. NOT to violate any agreement you enter into with third parties;
- IV. NOT to violate, infringe or misappropriate the intellectual property, privacy, publicity or other legal rights of others;
- V. NOT to engage in any behavior that is abusive, harassing, indecent, obscene, hateful or otherwise objectionable, including sexual misconduct;
- VI. NOT to harass or harm another person;
- VII. In order to deceive others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers to disguise the origin of any material transmitted and in connection with the online platform;
- VIII. NOT to impersonate any person or entity or engage in any other similar fraudulent activity;
- IX. NOT to obtain, steal or store any information (including personally identifiable information) about other Users of the Services, including e-mail addresses, without the express consent of such Users or alter transmission data;
- X. NOT to collect, distribute or store personal or aggregate information, including Internet, e-mail or other electronic addresses, from Users using the WEBSITE;
- XI. NOT to upload, post, email or otherwise transmit any material that constitutes unsolicited or unauthorized advertising, promotional material, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation or commercial email;
- XII. NOT to attempt to circumvent any technological measures implemented by RUTOPÍA or any other third party (including any other User) to protect the WEBSITE; to the extent permitted by applicable law; and

XIII. NOT to incite, encourage, instruct, or assist any third party in doing any of the foregoing.

Z. JURISDICTION AND APPLICABLE LAW

For the validity, interpretation, and performance of this document you acknowledge and agree that the courts and laws of Mexico City, Mexico, shall have jurisdiction with respect to any dispute relating to this instrument.