

TERMS AND CONDITIONS OF USE FOR WEBSITE, AND/OR MOBILE APPLICATIONS.

These Terms and Conditions of Use ("**Terms**") constitute a legally binding contract between RUTOPIA TURISMO BIOCULTURAL, S.A.P.I. DE C.V., its affiliates and/or subsidiaries, and/or its related parties (RUTOPIA) who is the legitimate owner or authorized to market and use the Web Site (the "Site") with e-mail address <https://rutopia.com/> and other offerings it makes ("RUTOPIA") with address at Francisco Sosa 29, Colonia Del Carmen, Alcaldía Coyoacán, 04100, CDMX. (the "Address"), address and contact e-mail viaja@rutopia.com (the "E-mail"); and the person, natural or legal, who uses it.

The use of the Site by any natural or legal person confers the character of RUTOPIA Client, which implies full and unconditional adherence to these Terms.

Acceptance of these Terms regulates the access and use of the Site and establishes a contractual relationship between the Client and RUTOPIA. If the Customer does not accept these Terms and Conditions, the Customer may not access or use the Site. These Terms expressly supersede any prior agreements or commitments between the parties. RUTOPIA may terminate these Terms or any of the Services concerning the Client or, in general, cease to offer or deny access to the Site.

Purpose of Our Services

The Site is a technological tool whose primary purpose is to allow the User to search, request, and book tour packages, which may or may not include accommodation, activities of all kinds, and travel experiences (the "Services" authorized by Rutopia) which Communities, Tourist Service Providers, Authorized Third Parties (collectively the "Authorized Third Parties") provide. Likewise, it offers informative services (the "Contents") of places and/or routes for ecotourism, tourist routes in national territory, information about international tourist routes, and locations for ecological recreation.

All information about the Services is provided by the Authorized Third Parties or persons directly or indirectly linked to them, so RUTOPIA only provides the information and the business relationship between the User and Authorized Third Parties.

RUTOPIA, acting for and on behalf of the Authorized Third Parties, is not obligated - directly or indirectly - to the performance of the Service. When you contract the Services through RUTOPIA, you enter into a contract directly with the Authorized Third Parties that offer their Services through our Site. RUTOPIA acts as an intermediary between the User and the Authorized Third Parties.

RUTOPIA, as a facilitator of the commercial relationship between the User and Authorized Third Parties, has no liability concerning the Services or the performance of the commercial relationship between them.

Terms of Use

Trip Request. The User, to access, search and request any of the Services offered on the Site, must fill out a form that will ask for information regarding the trip or experience you want to quote, such as name, phone number, service sought, date and approximate duration of your trip, companions, the region you would like to travel, approximate budget for the trip, as well as the type of experience you would like to find on your trip, and country of origin.

RUTOPIA's Travel Consultants will use the requested information to design the trip according to your specifications, selecting the best and most unique locations.

Trip Design. Once we have your Travel Request, a RUTOPIA Travel Consultant will contact you within 24 hours by phone call, text message, or email (we recommend checking your Spam or Promotions folder if you do not receive it), to confirm the information provided and design your trip.

Travel Itinerary. Our Travel Consultant will send a travel itinerary, which will contain all the information related to the requested trip, such as dates, accommodations, description of accommodations, activities, transportation, extras, terms, and conditions applicable to the quotation, also everything that is included and not included in the Service, as well as costs, rates, and payment conditions.

Quotation of Services. Prices and rates will be stipulated in the travel itinerary and valid until 30 days after the travel consultant sends the final itinerary proposal. The latest is only a quote and suggested program. If, at the time of booking, the hotels quoted are not available, we will reserve similar hotels, and prices may be subject to change.

Travel itineraries requested during the high season will be valid for one day.

Charges for Services. By booking any Service, the User agrees to pay all costs for its reservation, including the price of the Service, applicable taxes, fees, RUTOPIA's service fee, and other items identified during the payment process (collectively, the "**Total Price**").

RUTOPIA may charge the User a commission for the Services provided. In its case, the commission will be equivalent to X () % plus VAT of the total value of the reservation of the Services offered. This commission will be applicable in effective reservations and cancellations in which a penalty for the Users applies. The commission is fixed. Unless otherwise provided, the commission is non-refundable. RUTOPIA reserves the right to change the amount of the commission at any time.

Payment Methods. Users may pay for their travel itineraries by credit card, debit card, payments at authorized convenience stores, and through Apple Pay or Pay Pal.

Invoicing Process.

In all cases, RUTOPIA will issue the corresponding electronic invoice for its services following the tax information provided by the Users.

If you are still waiting to receive your electronic invoice, please request it to the following email: finanzas@rutopia.com, where you must include your billing information (RFC, address, telephone, payment method, use of CFDI).

Changes after booking and cancellations. If you wish to make changes to your trip after booking. In that case, you must notify your Travel Consultant in writing so that they can review the possibility of these changes, especially for Service availability issues. We reserve the right to charge a USD 25 processing fee for changes after receipt of the invoice. We do not charge a change fee for booking additional excursions.

Users can cancel the booking up to 24 hours after completing the formal booking process. After that, the trip is considered booked as binding according to the offer. If circumstances make you want or need to cancel the trip, you will find the cancellation conditions in our general terms and conditions. In any case, we ask you to inform us in writing.

If the User cancels the trip after the formalization. In that case, he/she shall pay a compensation fee to RUTOPIA for the management expenses and to the Authorized Third Parties as specified below:

Unless otherwise stated in your quotation or the trip data sheet, the following scale shall apply: cancellation between 21 and 15 calendar days before the trip's start date: 30% of the total amount of the trip. Between 14 and 8 calendar days before the date: 70% of the total amount. Between 7 calendar days from the date up to the start date: 100% of the total amount.

The above penalties and indemnities shall not apply when the customer substitutes another person in his place as long as the Authorized Third Parties do not prevent it and the modification is made more than five calendar days before the departure date. In this case, RUTOPIA shall be compensated with 5% of the trip's total price in addition to the expenses incurred to make the substitution.

Cancellation and Change Policies for each Service. In addition to these Terms, the User will be subject to the particular terms and conditions of the Authorized Third Party, so we advise you to review them directly as you will be subject to them and will be responsible for complying with the terms of the reservation.

Each Service selected by Users to complete their travel experience is governed by its conditions of changes and cancellations established by each Authorized Third Party and that the modification and/or cancellation of a Service does not affect, in any way, the other contracted Services which will be governed by their conditions and which must be modified and/or canceled individually whenever the conditions of the Authorized Third Party allow it.

Newsletter. By accepting to register your email address in our Newsletter, the User explicitly authorizes us to proceed to send information, travel tips, suggestions about experiences, stories of local heroes, etc.

General Terms.

Contractual Use of the Application. Under these Terms, RUTOPIA authorizes and grants the use and enjoyment of 1 (one) license to use the Site for personal use, which implies the registration and access to it. Such grant is made under the modality "as is," temporary, non-exclusive, non-marketable, and non-sublicensable, to acquire the products offered therein.

About the Information Requested. Customers acknowledge and agree that to fulfill the purpose of the Site. Therefore, it will be necessary for RUTOPIA to collect personal and sensitive personal data to include it in formats, lists, databases, or other physical, digital, and/or electronic means, to carry out the proper registration of the same and offer the Products and Services. RUTOPIA is not responsible for the consequences that may arise from the omission, conscious or unconscious, made by the Customers in this regard.

Therefore, by accepting these Terms, Users expressly waive any claim, demand, lawsuit, or legal proceeding before any Mexican or foreign authority against RUTOPIA, as well as any person related and/or affiliated to RUTOPIA, including, without limitation, directors, attorneys, representatives, administrators, employees, shareholders and/or agents, present or former, for any act that derives, or may derive, from the use of the Site and the Services, or any service derived from such use.

Personal Information. In compliance with the terms provided in the LFPDPPP, RUTOPIA, responsible for processing personal data, informs Customers that their information provided on this Site will be treated under the Privacy Notice contained in the Site. Therefore, to use or enjoy some of the Contents, it is necessary that Customers previously provide RUTOPIA with certain personal data ("Personal Data").

By accessing the Site or any of the contents in which Personal Data are required, Customers are authorizing RUTOPIA to perform analysis and studies based on them. Customers are obliged to provide accurate and reliable Personal Data. If Customers provide false or misleading information, RUTOPIA assumes no responsibility for the results that such acts cause to Customers, having the right to deny access to the Site and its Contents without prejudice to the possibility of requiring any compensation that may be due.

Handling of Data and Information. All information provided by Customers during their access to the Site is strictly confidential and will be handled only by the internal staff of RUTOPIA. However, as referred to in the Privacy Notice, the Personal Data of Customers may find as a primary or secondary purpose the promotion of services so that Customers, in this act, authorize and expresses their acceptance in the use of their data for statistical, promotional, and marketing purposes, as well as any other established in this document or the Privacy Notice, mentioned above.

Data Indicators.

The information that Customers provide on the Site, real or historical, is processed and ordered to generate data indicators, which RUTOPIA may use to make decisions relevant to its business, always statistically and not individualized. Customers, in this act, authorize RUTOPIA access to the information provided and generated on the Site, in terms of this document and the Privacy Notice.

Responsibility and Quality in the Provision of Services. Clients acknowledge that the Site is a technological tool that is a means for Clients to develop a specific activity. Therefore, they accept that RUTOPIA does not guarantee the quality, suitability, and/or availability of the services provided or requested through the Site and/or by its use. Customers expressly acknowledge and accept any risks arising from the use of the Site, releasing RUTOPIA from any present or future liability that may occur. In this sense, RUTOPIA shall not be liable to Customers, or any person related to it, for any damage or claim arising from deficiencies in the Services or for any error, omission, and/or falsehood in the information provided by Customers, either through the Site or any other means.

Use Of Cookies. RUTOPIA informs Customers that, through the use of cookies and similar technologies, it seeks to: i) ensure the best possible experience on the Site and ii) provide Customers with information about their service and marketing preferences, thus helping them to obtain the appropriate information. If the "Customers" require further information regarding cookies and similar technologies, RUTOPIA makes the Cookies Use Policy available.

Compatibility of Electronic Devices. Customers shall be responsible for obtaining devices or hardware compatible with the Site and the Services since RUTOPIA does not guarantee that they will work properly on any device. Similarly, Customers agree not to use devices, software, or any other means to interfere with the activities and/or operations of the Services or the Site or the databases and/or information contained therein.

Site Maintenance. To carry out maintenance work, RUTOPIA reserves the right to suspend access and/or modify the Content and remove or disable access to the Site and the Services without prior notice. Access to the Site and the Services depends on the network availability that the Customers have, so RUTOPIA will not be responsible for any inability to access the same arising from circumstances beyond the control of RUTOPIA, as well as fortuitous event or force majeure. RUTOPIA, when deemed necessary for the proper functioning of the Site, may make patches, updates, *bug* fixes, and minor improvements to the Site.

Support. RUTOPIA offers the Clients the service of technical Support and basic orientation for the use of the tools and functionalities of the Site through Online Chat, e-mail, or any other means that RUTOPIA considers convenient and feasible in the tentative schedules that RUTOPIA may designate for such purpose, by means of previous notice. This service shall not have any additional cost. Likewise, Customers who have requested the Support accept and authorize RUTOPIA to have full access to all information provided on the Site without any limitation. In this sense and for the benefit of Customers, RUTOPIA is obliged to keep complete secrecy and confidentiality regarding the information to which it has access.

Industrial Property and Copyright. RUTOPIA authorizes the Clients to use the Site exclusively under the terms herein expressed, without implying that it grants to the Clients any license or authorization, or any right other than those mentioned above, concerning RUTOPIA's Industrial Property and Copyrights, being understood as such: all trademarks registered and/or used in Mexico or abroad by RUTOPIA; all rights on inventions (patented or not), industrial designs, utility models, confidential information, trade names, trade secrets, trade notices, reservations of rights, domain names; as well as all kinds of economic rights on works and creations protected by copyright and other forms of industrial or intellectual property recognized or that may be recognized by the corresponding laws.

Customers acknowledge and agree that RUTOPIA is the rightful owner of, or has the necessary rights in, the Site, including RUTOPIA's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features contained therein (the "RUTOPIA Trademarks"), whether those rights are registered or not. Wherever in the world, those rights may exist and are protected by international copyright and industrial property laws and treaties. Therefore, the Customer agrees that RUTOPIA Trademarks may not be

copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way. Except as stated herein, RUTOPIA does not grant to Customers any express or implied rights under any patents, copyrights, trademarks, or trade secret information. Customers acknowledge and agree that the Site and all designs thereof are and shall at all times remain the property of RUTOPIA.

Feedback. Suppose Customers provide any feedback to RUTOPIA regarding the Site's functionality and performance (including identifying possible errors and improvements). In that case, Customers, as a result of this, authorize RUTOPIA to use, without restriction, all rights, titles, and interests in and to the comments expressed. The preceding, without this being considered as a moral right of Customers to require any participation or monetary compensation, or restriction on the use of such comments for exploitation by RUTOPIA.

Other Provisions. Customers agree that a printed version of these Terms and any communication sent and/or received in electronic form shall be admissible as evidence in any judicial and/or administrative proceeding.

Modification and Update of the Terms and Conditions of Use of the Site. RUTOPIA reserves the right, at any time, to modify and/or update unilaterally and without notice the terms and conditions of use of the Site with the obligation to post a message on the Site containing a notice to Customers that certain modifications have been made to the Terms. It shall be the sole right of the Customers to accept or reject such modifications. If the Clients disagree with the changes made, they may request cancellation and termination of their account on the Site via Email. RUTOPIA undertakes to make effective the cancellation of the account within a period not exceeding 30 (thirty) calendar days from the date of receipt of the request from Customers.

Also, RUTOPIA reserves the right to remove or disable Customer access to the Site at any time and without prior notice. However, customers will always have the Terms on the Site in a visible way and freely accessible for any queries they want to make. In any case, accepting these Terms will be an initial and indispensable step to acquiring any Service.

Severability. If any term, condition, or provision contained in these Terms is determined to be ineffective, illegal, or unenforceable, the same may be severed from the body hereof, and the remainder shall continue in full force and effect to the fullest extent permitted by law.

Applicable Law and Jurisdiction. In all matters relating to the interpretation and performance hereof, the Parties agree to submit to the federal legislation of Mexico and the jurisdiction of the competent courts in Mexico City, waiving any other jurisdiction that, because of their present or future domiciles, may correspond to them.

Digital, Electronic, or Online Form. The Parties agree that the form to perfect the agreement of wills between them is the Digital, Electronic, or Online format, where it will be enough to manifest their will by means of the acceptance of the present Terms, as well as to provide the personal data and information requested in the Site or the different applications of the licensors, without requiring the signature in any document.

Acceptance of Terms. Customers acknowledge that, by accessing, subscribing, and using the Site, the Services, and/or Content or derivatives, they fully and unreservedly accept and, therefore, adhere to the version of the Terms published at the time they access the "Application," in terms of the provisions of Articles 1803 and 1834 Bis of the Federal Civil Code, 80, 81, 89 and other relative and applicable articles of the Commercial Code and the relevant legislation for Mexico. It is the sole and exclusive responsibility of the Customers to read these Terms and their corresponding modifications before each time they access the Application "Application." If at any time, the Customer does not agree, in whole or in part, with these Terms, the Customer must immediately refrain from accessing and using the Site and the Services provided. Therefore, by accepting these Terms, the Customers expressly agree to be subject to them, thus agreeing to use the Site with RUTOPIA, and therefore declares to have read the content of every one of the provisions and ratifies its content.

Total Agreement. Customers acknowledge and agree that RUTOPIA made available to them all the information necessary to understand the scope and characteristics of the Site and the Services. Likewise, they state that, before accessing the Site, they have analyzed the features of the Site and, therefore, agree with it.

Date of last update: 7 Dec 2022