TERMS AND CONDITIONS

1. These terms and conditions are intended to ensure understanding of the process and benefits included in the Invitation to the presentation of the Vida Vacations® vacation concept. The invitation subject to these terms and conditions incorporates the provisions set forth in this document, the Privacy Notice and/or any other policy that may be included in addition thereto, all of which are legally binding; therefore, if you do not agree with any of the aforementioned documents, you should not accept the invitation and/or the benefits it includes until all your questions have been clarified.
2. By clicking "Accept" in the box provided for such purpose, you represent that you have read, understand and accept the content of these terms and conditions and the VRM Privacy Notice that has been made available to you. The digital invitation shall have the same legal effect and force as if it were a contract signed by you. Any modification, in whole or in part, will be communicated to you through the information and/or means you provide to us at the time of your acceptance.
3. For the purposes of these terms and conditions, the following definitions apply:
   - Travel Agency means the independent company engaged in brokerage, organization and sale of tourism services and/or products, which are in turn provided by external suppliers unrelated to VRM and/or the Resorts.
   - Benefit: means the product or service that the guest may receive once they attend the Presentation.
   - Consumer: means the person whose name appears on the Digital Invitation, who meets the requirements and agrees to attend the Presentation (hereinafter, for ease of understanding, referred to interchangeably as the Consumer or the holder).
   - Digital Invitation: means the electronic version of the traditional paper invitation, consisting of a file in Portable Document Format ("PDF"), issued for sustainability purposes and to reduce environmental impact, exclusively to invite the Consumer to the presentation of the Vida Vacations® vacation concept.
   - Presentation: the informational sales session to introduce the Vida Vacations® vacation concept, which will take place at one of the Vidanta resort developments and will last approximately 90 (ninety) minutes.
   - Resort: means the Vidanta resort developments where the Presentation takes place, located in Puerto Vallarta, Jalisco; Mazatlán, Sinaloa; Nuevo Nayarit, Nayarit; Puerto Peñasco, Sonora; Acapulco, Guerrero; Riviera Maya, Quintana Roo; and San José del Cabo or East Cape, Baja California Sur.
   - VRM: Ventas Riviera Maya, S.A. de C.V.
4. If the Benefit granted with the Invitation consists of a discount or special price to purchase tours, activities and/or services at the Travel Agency, you will be required to leave the indicated amount as a deposit and/or advance payment in cash, to confirm the reservation of your Benefit, which will be credited toward the total cost of the Benefit. If you do not attend the Presentation, the amount paid as a deposit to reserve the Benefit is non-refundable, unless the failure to attend results from an act of God, force majeure or a medical condition duly substantiated at least 24 (twenty-four) hours in advance. The total cost of the Benefit must be paid directly to the Travel Agency at the time of requesting its redemption.
5. The holder of the Invitation must present a valid official photo ID upon arrival at the Presentation.
6. Once the Presentation has concluded, if you decide to decline the Benefit granted, the deposit paid will be refunded in full (one hundred percent); or, if you so wish, it may be applied to cover the cost of any other activity that you decide, at your sole discretion, to book with the Travel Agency.
7. This document does not constitute, and may not be construed as, an offer to sell or a solicitation to purchase any lodging and services rights agreement (timeshare), or any other product or service. Attendance at the Presentation does not require the purchase or contracting of additional services to redeem the Benefit, except for payment of the total cost of the Benefit. All terms and conditions applicable to the Invitation apply as set forth herein; accordingly, no other oral or written agreement in connection therewith shall apply, and the Invitation shall be governed solely by these terms and conditions.
8. The services or activities booked with the Travel Agency are operated by third parties and/or suppliers independent from VRM and/or the companies that own, operate and market the Resorts. Consequently, such supplier shall be solely responsible for providing the service and for fulfilling the obligations arising therefrom. The service shall be subject to the terms, conditions, operating policies and limitations established by the relevant supplier, including those relating to schedules, routes, availability, capacity, traffic conditions (where applicable), delays, cancellations, mechanical failures, accidents and any other circumstance inherent to the provision of the service. Accordingly, you acknowledge and agree that VRM, the Resorts, their affiliates, subsidiaries, related companies, parent companies, companies belonging to the same economic group, as well as their directors, shareholders, officers and employees, shall not be liable for any damages, losses, expenses, delays, breaches, injuries or any other contingency arising directly or indirectly from the provision of the service covered by the Benefit operated by each independent supplier, unless an applicable legal provision expressly provides otherwise. Any claim relating to the Benefit must be filed directly with the supplier providing it, which shall be solely responsible for handling and resolving it in accordance with the terms and conditions applicable to the service. The inclusion of the service as a Benefit associated with the Invitation to the Presentation does not imply that VRM and/or the Resort operate, manages, supervises or assumes any responsibility whatsoever for the actual performance of such service. Consequently, the Consumer and/or their companions release VRM and/or the Resort from any liability arising exclusively from acts or omissions attributable to the relevant independent supplier, except in those cases where applicable law determines liability on the part of VRM, in the event of any misfortune, accident, damage or even death that they and/or their companions may suffer during the activity and/or the provision of the service corresponding to the Benefit.
9. Both the Presentation and the Benefit may be suspended, rescheduled, modified or canceled due to force majeure or acts of God, including weather events, health risks, government closures, adverse sea conditions or any circumstance beyond the reasonable control of the party operating them; however, VRM shall only be responsible for rescheduling the Presentation, to the extent possible, when operational, weather or safety reasons result in such cancellation, in which case an alternative date will be offered for your attendance at the Presentation, subject to availability. Rescheduling of the Benefit shall be governed by the Travel Agency's or the relevant supplier's own terms and conditions.
10. Except in cases of willful misconduct, gross negligence or liability that, under applicable Mexican law, cannot be limited or waived, you waive the right to claim damages or to bring any civil, criminal, administrative or other action against VRM, its affiliates, subsidiaries, companies belonging to its same economic group and/or any other entity related to VRM, and/or their directors, executives, managers, agents, employees, sponsors, distributors, sellers, suppliers, representatives, partners and all other persons acting on behalf of VRM, as a result of any cause arising before, during or after attending the presentation of the promoted vacation concept. VRM and/or the Development act solely as facilitators of the Benefit granted and shall not be liable for acts or omissions attributable exclusively to the Travel Agency or its suppliers, except in those cases where applicable

law determines direct liability on the part of VRM. To the extent legally possible, VRM assumes no liability for, and you may not bring any claim with respect to:

11. In the event that VRM is held liable by any Court for damages related to the invitation, or even your attendance at the presentation of the vacation concept, VRM's maximum liability, where legally applicable, shall not exceed the price actually paid by the Consumer for the Benefit or, failing that, the commercial value of the Benefit actually received.
12. The Benefits are exclusive to the holder named in the Invitation and to the persons included therein; should you wish, when the time comes, to add persons to your reservation, you may do so at the Development directly with the Travel Agency at the time of redeeming your Benefit, in which case it will be subject to availability and you must cover the corresponding cost; the Benefits are not transferable to third parties. The Benefits may only be redeemed on the date and at the time indicated in the Invitation and may not be combined with other promotions, benefits, vouchers and/or discounts, or vacation certificates. VRM may invalidate any Invitation that has been altered, duplicated, transferred or used and/or that is related to fraudulent intent.
13. The Consumer who receives and signs this document acknowledges its content as set forth herein, stating that there is no other agreement, benefit or promotion, whether oral or written, in connection with the Invitation, the Presentation or even the Benefit.
14. The Consumer agrees that, in lieu of an original handwritten signature, this digital Invitation, as well as any consent, approval or other documents related thereto, may be signed through the use of electronic, digital, numeric or alphanumeric signatures, biometric voiceprints or any other means, and that such alternative signature methods and the records to which such signatures are applied shall be deemed for all purposes (including but not limited to civil, commercial and consumer protection law and Mexican Official Standard NOM-151-SCFI-2016) to have the same force and effect as the original physical handwritten signature of the signing party. Accordingly, the Consumer agrees to receive the Invitation or, as the case may be, any other document related thereto, at the email address provided for such purpose or at the telephone number via text messages or Short Message Service (SMS) provided by the Consumer at the time of accepting the Invitation to attend the Presentation, without the need for any confirmation of receipt on their part. The Consumer further acknowledges and agrees that: (i) all information provided by the Consumer to VRM is true in all respects, including any Personal Data of third parties that the Consumer may have provided with such third parties' prior authorization; and (ii) the Consumer assumes responsibility for any loss or damage resulting from inaccurate or misleading information provided to VRM.
15. Ventas Riviera Maya, S.A. de C.V., the company that markets the Resorts, is responsible for the Digital Invitation and/or everything directly related to the Presentation, except for the provision of the service granted with the Benefit and its corresponding particulars, in accordance with item 8 above. Any matter related to the Invitation and the Presentation must be handled directly through the Customer Service Center by calling 1-800-292-9446 from the U.S.A. or Canada, or from the rest of the world at +52 (322) 176-0660, or from within the Mexican Republic at 800-366-6600.
16. These terms and conditions shall be governed by the applicable laws of the Mexican Republic, excluding their conflict of laws provisions. This document is written in Spanish, without prejudice to it also being expressed in another language. In the event of any discrepancy in the text or wording, the Spanish version shall prevail. References to the singular shall include the plural and vice versa, neuter references or references to one gender shall include all others, and references to the Consumer shall include the Consumer and their companions.
17. The Consumer acknowledges having read and understood this document, which shall be binding between the Consumer and VRM, and therefore agrees that, in the event of any dispute, the parties may resort to the conciliation procedure before the Federal Consumer Protection Agency ("PROFECO") in Mexico. If no resolution is reached through the procedure before the Federal Consumer Protection Agency, or if the parties choose not to pursue such procedure, all disputes arising out of or in any way related to these terms and conditions, the Invitation and/or the Presentation shall be exclusively and finally resolved by arbitration in accordance with the Arbitration Rules of the Mexico Arbitration Center (Centro de Arbitraje de México, CAM), by an arbitrator of Mexican nationality, whose cost shall be borne by the claimant pursuant to Chapter Six of the Arbitration Rules of the Mexico Arbitration Center, which may be consulted at the website: https://camex.com.mx. Any arbitration proceeding for dispute resolution shall be conducted on an individual basis, and no arbitration proceeding of the Consumer shall be consolidated with any other arbitration proceeding involving any other customer of VRM and/or the Resorts or any other person. No arbitration proceeding under these terms shall be conducted on behalf of a group or class of claimants, or any similar proceeding including other claims by or on behalf of persons or entities other than the Consumer, VRM and/or the Resorts, against whom the Consumer may bring the claim. The Consumer agrees that any dispute related in any way to this document, including, without limitation, its formation, performance and/or breach, shall be resolved exclusively in accordance with the dispute resolution provisions set forth herein. The seat of arbitration shall be the Mexican Republic, and the governing law shall be Mexican law, excluding its conflict of laws provisions. The Parties agree that the competent courts of the Mexican Republic shall have exclusive jurisdiction over any action to enforce or set aside the arbitral award, waiving any other jurisdiction to which they may be entitled by reason of their present or future domiciles.
18. The privacy and security of your Personal Data are of utmost importance to us. For more information about how we process your Personal Data and how to exercise your ARCO rights, please consult our Comprehensive Privacy Notice at www.vidavacations.com.