

TERMS AND CONDITIONS APPLICABLE TO THIS INTERNET ADDRESS

Your use of and purchases through this Web Site are expressly conditioned upon your acceptance of these Terms and Conditions. By using this site, you signify your consent to these Terms and Conditions. GRUPO POSADAS, S.A.B. de C.V. hereinafter **POSADAS** reserves the right to add to or modify the Terms and Conditions at any time. All added or modified terms will take effect at the time they are updated. Your continued use of this site even after the posting of changes to the Terms and Conditions will mean that you accept such changes.

For all purposes of the Terms and Conditions set forth herein, the following definitions shall mean the following, whether expressed in the plural or singular:

1) DEFINITIONS:

BENEFITS: means each and every one of the Benefits set forth on the **WEBSITE**, which are the **TOURIST BENEFITS** and the **AFFILIATED PROGRAM BENEFITS**, and which shall be indicated on the **WEBSITE**.

AFFILIATED PROGRAM BENEFITS: means each and every one of the benefits other than the **TOURIST BENEFITS**, which Posadas may negotiate with third parties with which it has commercial alliances in favor of the **USER**, and which are variable and will be described on the **WEBSITE**.

TOURIST BENEFITS: means the discounts that will be granted on the **PUBLIC RATE** of the lodging in favor of the **USER** when making a reservation in any **DEVELOPMENT** owned, leased, operated or franchised by **POSADAS** indicated on the **WEBSITE**.

SUPPORT CENTER: means the support center established by **POSADAS** to attend the **USER** both in the acquisition of his **MEMBERSHIP**, as well as in the use of the **BENEFITS** of the same, through the e-mail hola@enjoymexico.club.

DEVELOPMENTS: means the hotels and developments that integrate **ENJOY MEXICO** that are indicated on the **WEBSITE** and where the **USER** will have the right to use the **BENEFITS** established on the **WEBSITE** when making reservations, which can vary.

MEMBERSHIP: means the membership of a **USER** to **ENJOY MEXICO**, with the possibility of enjoying the **BENEFITS** established in the same.

CONFIRMED RESERVATION: means the written confirmation, issued electronically, that contains the definitive reservation of the lodging in a **DEVELOPMENT** or of the **BENEFITS** with respect to a **RESERVATION REQUEST** made by a **USER**.

ENJOY MEXICO: means the **BENEFITS** plan established by **POSADAS** as described in these Terms and Conditions.

WEBSITE or Site: Set of electronic pages identified through a domain or Internet address (including without limitation www.enjoymexico.club) that is managed by **POSADAS** to communicate and notify information about **ENJOY MEXICO**, market, if applicable, **ENJOY MEXICO** in electronic form, such as membership, update the lists of **DEVELOPMENTS** and

BENEFITS and pay reservations unless the specific **DEVELOPMENT** allows payment therein.

RESERVATION REQUEST: means the request made electronically by a **USER** to proceed to make reservations with the **BENEFITS** corresponding to discounts on lodging in a **DEVELOPMENT**, in a type of room and on a specific date or for some other **BENEFIT**.

PUBLIC RATES: is the price of a hotel room for a specific day, at a specific time, which is determined according to the occupancy of the respective hotel and the market price.

USER: Individual or legal entity that uses the site www.enjoymexico.club with the objective of accessing the **BENEFITS** provided by **ENJOY MEXICO**.

2) DECLARATIONS:

- The **USER** declares that he/she is a natural or legal person, of legal age, able, capable and with sufficient economic means to obligate him/herself under the present Terms and Conditions, as well as with interest in acquiring the **BENEFITS** that are specified here. The **USER** declares that the personal identification data provided to **POSADAS** or its affiliates or subsidiaries on the **WEBSITE**, are true and accurate, and that based on them is that he/she agrees to comply with the provisions of these Terms and Conditions.
- The **USER** by accessing and using the Site, as well as by contracting the services offered therein, accepts each and every one of these Terms and Conditions and understands and agrees that the acceptance of these Terms and Conditions will be a prior and indispensable step to the acquisition of any **BENEFIT** offered on the Site.
- **POSADAS** declares a) that it is a corporation duly incorporated under Mexican Law; b) that its domicile is located at Avenida Prolongación Paseo de la Reforma #1015, Tower A, 9th Floor, Colonia Santa Fe Cuajimalpa, Zip Code 05348, Alcaldía Cuajimalpa de Morelos, Mexico City, Mexico; c) that it operates a benefit plan called **ENJOY MEXICO** and has the financial capacity, experience and resources necessary to acquire for the benefit of the **USER** the discounts in hotel occupancy in diverse **DEVELOPMENTS**, as well as the other benefits indicated in the present Terms and Conditions.

3) OBJECT:

The Purpose of these Terms and Conditions is to provide the **USER** with a means to contract **ENJOY MEXICO** and access its **BENEFITS**.

POSADAS grants the **USER** through the subscription to **ENJOY MEXICO** the right to enjoy the **BENEFITS** established for this **MEMBERSHIP**, which the **USER** will be able to use as long as he/she complies with the requirements stipulated in these Terms and Conditions.

The **USER** shall have a term limit of one year from the date of payment of the subscription to this **MEMBERSHIP** to use the **BENEFITS** corresponding to the same.

This contract will be renewed for annual periods, **POSADAS** will charge at the time of renewal the price of the **MEMBERSHIP** in force at the time of renewal. In any case, at least 48 (forty-eight) hours before the end of the **MEMBERSHIP's** validity, the **USER** shall be entitled to request through the **WEBSITE**, the **SERVICE CENTER**, or by direct communication to **POSADAS**, not to proceed with the aforementioned renewal.

Hereinafter, both the original term and the renewed term shall be referred to as **VALIDITY**.

The **BENEFITS** established for this **MEMBERSHIP**, once the **VALIDITY** has elapsed, cannot be used.

The **BENEFITS** established in favor of the **USER** in these Terms and Conditions imply a discount on the price of the goods and/or services to be obtained, but not a payment thereof, so the **USER** will always be obliged to make the corresponding payment for such goods and/or services. In the event that what is being acquired is a lodging service, or any other applicable case, the **USER** will also be obliged to make the corresponding payment for the modification or cancellation of the reservation according to the policies established in the respective **DEVELOPMENT**, as well as the corresponding local taxes.

The use of any of the **BENEFITS** established in these Terms and Conditions in favor of the **USER** shall be subject to (i) the availability of the lodging requested in the case of **TOURIST BENEFITS**, (ii) the availability, if any, of the lodging or any service or good requested in the case of **AFFILIATED PROGRAM BENEFITS** and (iii) the requirements established in the **AFFILIATED PROGRAM BENEFITS**.

The **USER** knows and accepts that since the **DEVELOPMENTS** with respect to which the **BENEFITS** will be granted are variable, in order for the **USER** to clearly know where he/she can make use of the mentioned **BENEFITS**, they are identified on the **WEBSITE**.

The **USER** expressly states that he/she knows and agrees that the **AFFILIATED PROGRAMS BENEFITS** may exist or not exist, that they are provided by third parties outside **POSADAS** and its affiliates, that they are variable and may change from time to time without any responsibility for **POSADAS**, which imply that the **USER** must make the corresponding payment for them and that **POSADAS** will not be responsible in any way for the benefits and services provided by these third parties.

POSADAS will have the right to increase, substitute, eliminate or change any of the **DEVELOPMENTS** since the **USER** recognizes that in **ENJOY MEXICO** is not contracting the right to use any particular development or hotel, but is contracting the obtaining of a plan of **BENEFITS**. The current list of the **DEVELOPMENTS** and **BENEFITS** that integrate **ENJOY MEXICO** will be published on the **WEB SITE**.

4) REQUIREMENTS FOR THE USE OF THE BENEFITS.

In order for the **USER** to know and enjoy some of the **BENEFITS** of the **MEMBERSHIP**, **POSADAS** may grant free trial periods counted from the date of application for this free access, if it is enabled, as it intends to allow new **USERS** to test the service.

In the event that the **USER** wants to acquire the **MEMBERSHIP**, he/she must express consent to acquire it and make the corresponding payment of the same in the terms established on the **WEBSITE**.

In any case, once the **MEMBERSHIP** has been subscribed, **POSADAS** will send a confirmation e-mail to the e-mail address provided by the **USER**.

The **USER** in order to make use of the **BENEFITS** must have subscribed to the **MEMBERSHIP**, and also once the free trial period has elapsed, if any, paid the subscription of such **MEMBERSHIP**.

5) PRICE.

The price for the **MEMBERSHIP** subscription is the amount indicated on the **WEBSITE**.

The amount of the **MEMBERSHIP** and any other charges incurred by the **USER** in connection with the **MEMBERSHIP**, such as taxes and other transaction costs shall be borne by the **USER** who must pay them.

In the event that the **USER** fails to comply with its obligation to pay **POSADAS**, **POSADAS** shall be entitled to suspend the use of the **MEMBERSHIP**.

6) NON-COMMERCIALIZATION.

The **USER** agrees not to commercialize the **BENEFITS** and agrees that in case of doing so **POSADAS** will not be obliged to grant them. Likewise, it will be a cause for termination of the **MEMBERSHIP** subscription without liability for **POSADAS**, in the event that the **USER** commercializes the **BENEFITS**.

7) RULES OF USE AND OBTAINING THE BENEFITS.

The **USER** agrees to abide by the following rules and procedures established by **POSADAS** in order to obtain the **BENEFITS** established in **ENJOY MEXICO**, subject at all times to availability in the **DEVELOPMENTS** and/or any other **AFFILIATED PROGRAM BENEFITS** available at any time.

The **USER** agrees, unless expressly indicated otherwise on the **WEBSITE** or in the **SERVICE CENTER**, that the price of the goods and/or services that will be obtained by making use of the **BENEFITS** must be paid at the moment of making the **RESERVATION REQUEST** or directly at the **DEVELOPMENT - HOTEL** as requested by the website.

(I) Procedure for obtaining **BENEFITS**. The following is the procedure for the **USER** to obtain the **BENEFITS** when making reservations:

A.- RESERVATION REQUESTS may be made through the **WEBSITE** or the **SERVICE CENTER**.

B.- RESERVATION REQUESTS must include:

- (i) the name of the **USER**,
- (ii) state whether accommodation is requested,
- (iii) the dates/period during which the **USER** wishes to make use of the lodging, (if applicable, specifying day of arrival and departure),
- (iv) the type of unit and the **DEVELOPMENT**,

(v) the number of persons who will make use of the accommodation, their names and ages,
(vi) in case the **USER** is not going to use the lodging personally, the name of the person or persons who will use the lodging, and
(vii) the credit card information with which they are going to pay or guarantee their reservation in accordance with the reservation policies of the specific **DEVELOPMENT**.

C.- RESERVATION REQUESTS may be made according to the terms, conditions and policies of each specific **DEVELOPMENT**.

D.- All RESERVATION REQUESTS are subject to availability in each of the **DEVELOPMENTS**. In this sense, **POSADAS** will not be able to guarantee in any way to any **USER** a **RESERVATION REQUEST**.

E.- The USER is responsible for verifying the **CONFIRMED RESERVATION** and all the information contained therein, as well as for keeping the reference number of the **CONFIRMED RESERVATION** to be presented at the reserved **DEVELOPMENT**.

F.- Modification and Cancellation of CONFIRMED LODGING RESERVATIONS. In the event that the **USER** wishes to modify or cancel the **CONFIRMED RESERVATION**, the change, cancellation and penalty policies of the respective **DEVELOPMENT** shall apply and in the event that the modification or cancellation does not proceed, the **USER** shall pay the applicable penalty charge to the hotel.

(II) In the case of **TOURIST BENEFITS**, once **POSADAS** receives a **RESERVATION REQUEST**, **POSADAS** will confirm that the conditions indicated in the previous paragraphs are fulfilled, will analyze which **TOURIST BENEFITS** correspond to the **USER** and will proceed to carry out the procedures to check the availability of the lodging with the requested **TOURIST BENEFIT**. In case there is availability, **POSADAS** will proceed to issue and notify the **USER** that he/she already has a **CONFIRMED RESERVATION**.

In case there is no availability of the requested **TOURIST BENEFIT**, the **WEBSITE** will automatically notify the **USER** through the **WEBSITE**.

Regardless of whether **POSADAS** communicates through the **WEBSITE** to the **USER** the existence of a **CONFIRMED RESERVATION**, each and every one of the **CONFIRMED RESERVATIONS** will be notified to the **USER** in the necessary formats in the case of lodging, by e-mail. All **CONFIRMED RESERVATIONS** must contain all the necessary and indispensable information for the use of the lodging and the **TOURIST BENEFIT**, as well as the indication that the same is not modifiable or the additional cost for its modification, and the special rules that are applicable for any modification, if applicable.

(III) **BENEFITS AFFILIATED PROGRAMS.** The **USER** may use the **AFFILIATED PROGRAM BENEFITS** that are in force and **POSADAS** will inform the **USER** on the **WEBSITE** what they are, how to use such benefits and the applicable penalty and cancellation policies.

8) POSADAS OBLIGATIONS.

POSADAS in this act is obliged with the **USER** to respect the **USER** in the **DEVELOPMENT** what is established in the **CONFIRMED RESERVATION**, so it should not be charged for

your accommodation an amount other than that established therein, except for taxes applicable to the **DEVELOPMENT** locally established.

There shall be no liability for **POSADAS** for the breach of the **USER'S** reservation when it is motivated by an act of God or force majeure, without thereby terminating the subscription to the **MEMBERSHIP**, or give rights to the **USER** to require **POSADAS** any kind of compensation.

The **USER** acknowledges that each of the **DEVELOPMENTS**, present or future, that are part of **ENJOY MEXICO** has its own internal regulations, which the **USER**, his companions or the person on behalf of whom the **USER** makes the reservation must fully comply with from the moment of his arrival at the **DEVELOPMENT**, and until his departure. In no case **POSADAS** is responsible for the internal rules that correspond to each of the **DEVELOPMENTS**, nor the effects of the same or their breach with respect to the **USER**.

In the case of **AFFILIATED PROGRAM BENEFITS**, the **USER** must comply with all guidelines, costs and requirements established by the respective third parties for the enjoyment of the same without in any case **POSADAS** having any responsibility for the internal rules that correspond to each of the **DEVELOPMENTS**, nor the effects of the same or their breach with respect to the **USER**.

In any case, it will be a cause for termination of the **MEMBERSHIP** without liability for **POSADAS**, the damage that the **USER** or the person (s) that by indication of the **USER** will make use of the lodging, make to the facilities of any **DEVELOPMENT**, non-compliance by the **USER** or the person(s) mentioned above with the internal rules of the **DEVELOPMENTS** or with the guidelines and internal rules of the third parties that provide the **AFFILIATED PROGRAM BENEFITS**.

9) EXPENSES, FEES AND TAXES.

All expenses, consumptions, taxes, fees, charges and other similar concepts generated by the lodging, or the **BENEFIT** will be paid by the **USER** at the moment requested by the **DEVELOPER** or the operator of the **AFFILIATED PROGRAM BENEFIT**, being the **USER** aware that these concepts are not included in the amount being paid for within the reservation.

10) GENERALITIES AND USE OF THE WEB SITE.

A. POSADAS reserves the right to modify the content and design of this **WEBSITE** at its sole discretion and without any liability, as well as the Terms and Conditions it deems necessary or convenient at any time and without notice or prior notification to the **USERS** of the **WEBSITE** in the understanding that the transactions in progress will be respected at all times.

The **USER** by accessing and using the **WEBSITE**, or by using the services offered therein, accepts each and every one of these Terms and Conditions. The **USER** understands that the acceptance of these Terms and Conditions will be a prior and indispensable step to access and use the **WEBSITE**, so the use of this **WEBSITE** constitutes your agreement to be subject to all terms, conditions and notices contained herein.

B. Industrial and Intellectual Property. POSADAS, its affiliated or related companies, as well as its licensors and licensees, hold, either by themselves, or by virtue of the execution of any contract with third parties, all rights over the content and design of the **WEBSITE** and, in particular, including but not limited to, photographs, images, texts, logos, designs, trademarks, trade names and data included therein. Such rights are protected by the current legislation on industrial and intellectual property.

It is strictly forbidden the copy, reproduction, adaptation, modification, distribution, marketing, public communication and / or any other action that constitutes an infringement of current legislation on industrial and intellectual property, as well as the use of the contents of the **WEBSITE** without the prior express written permission of **POSADAS**.

POSADAS informs that the mere fact of accessing and consulting the **WEBSITE** does not grant any license, authorization or implied right on the intellectual and/or industrial property rights or on any other right or property related, directly or indirectly, to the contents included on the **WEBSITE**.

C. Use of the WEBSITE. USERS must use the **WEBSITE** responsibly and for lawful purposes in accordance with these Terms and Conditions. **USERS** shall not, including but not limited to, engage in any of the following activities: (i) Distribute, disseminate, post or publish any information or material that is false, degrades, disparages, discredits, embarrasses, humiliates or threatens persons; (ii) Abuse, defame, harass, accuse, threaten or otherwise infringe the rights of another; (iii) Download or upload files or programs of any kind; (iv) Distribute, disseminate, post or publish any indecent material or information that infringes the rights of others; (v) Post or send, or otherwise disclose confidential information, trade secrets or other proprietary, confidential and/or protected data; (vi) Copy or create derivative works of display, distribute, license, perform, publish, recreate, reproduce, reproduce, sell, transfer or transmit any information, products, services or software obtained by, from or through the **WEBSITE**; (vii) Monitor or copy any content by any process; (viii) Engage in any other conduct that is or that **POSADAS** considers to be in conflict with the Terms and Conditions, and; (ix) In general, perform any act against current legislation, morals and good customs.

This **WEBSITE** may contain discussion groups, newsgroups, bulletin boards, chat rooms and other services involving third parties other than **POSADAS** and the **USER**. **POSADAS** shall not be responsible for communications or dialogues in the course of discussions, forums, or chats organized through the **WEBSITE** and/or linked pages, nor shall it be liable, therefore, for any damages suffered by **USERS** as a result of such communications or dialogues. **POSADAS** shall have the right to review and monitor the communications or dialogues made through the **WEBSITE**, reserving the right to cancel any communication or dialogue it deems appropriate or which it considers at its sole discretion to be in contravention of the provisions of these Terms and Conditions. The information provided by the **USER** in such situations is public, **POSADAS** not assuming any obligation of privacy regarding the same, so it is recommended to **USERS** not to provide personal data or private information except in cases specifically required for the purposes expressly mentioned in the respective privacy notice.

The **USER** is solely responsible for the use of the password that he has established to access the **WEBSITE**, so it releases **POSADAS** from any liability arising from the misuse that the **USER** makes of such password or the use that any third party makes of it when the **USER** has voluntarily or involuntarily shared such password with any third party, even in the event that the **USER** consciously or unconsciously had allowed the knowledge of your password to any third party through any means.

In the event that the registration that the **USER** performs on the **WEBSITE** to access the same is made through any social network of which the **USER** is part (including without limitation, the social network "Facebook"), the **USER** understands and agrees to accept that by entering through the account that the **USER** had with any social network, will share with **POSADAS** its public profile, its contact list, its e-mail address, as well as the "like" clicks made by the **USER** or the **USER's** contacts (or equivalent elements in the various social networks).

D. INDEMNIFICATION. The **USER** acknowledges and agrees that he/she shall be liable to indemnify and hold harmless **POSADAS**, its affiliates, subsidiaries and/or any company corporately related to it, for damages arising from breach of the provisions of the Terms and Conditions, as well as damages arising from or related to the misuse that the **USER** or a third-party using **USER's** password makes of the **WEBSITE**.

E. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. **POSADAS** will make its best effort to make the contents of the **WEBSITE** available at all times, however, it assumes no liability if the same ceases to be available or its access is delayed for any reason. Likewise, **POSADAS** may at any time and without prior notice interrupt or cancel access to the Site and/or its content without any liability for **POSADAS**.

POSADAS, its affiliated companies and each of its officers, directors, agents and employees shall in no event be liable for any damages arising from or related to the **USER's** use of the Site and/or its content, including without limitation, loss of data, information or programs, damage to computers or networks, failures, delays or difficulties in telephones, electrical and electronic devices, the network, internet, computers or computer components or computer programs.

Third parties, other than **POSADAS** and the **USER**, may have access to the content of the **WEBSITE** and they could change or delete such content without the authorization of **POSADAS**. **POSADAS** informs that in no event shall be liable in the event that such changes made without authorization by third parties affect the content of the **WEBSITE**.

There are no warranties by **POSADAS** other than those corresponding to the services provided by **POSADAS** under these Terms and Conditions. **POSADAS** does not recognize warranties of any kind or nature that are not specified herein. Any information that has not been provided by agents or employees of **POSADAS**, or any third party authorized by it or by the Site, may not create warranties of any kind in connection with the Terms and Conditions or the Site.

In any case **POSADAS's** liability shall not exceed the amount of fees or charges paid by the **USER** to **POSADAS** for the services and / or information in which such liability is found.

The services offered on the **WEBSITE** are the only ones authorized by **POSADAS**, so it shall not be liable for any other product or service offered by any third party other than **POSADAS** not contained therein.

POSADAS, and its affiliates, subsidiaries, and other related entities, and each of their officers, directors, agents and employees shall not be held liable for the following: breakdowns, failures, delays or difficulties in telephones, electrical and electronic devices, the network, internet, computers or computer components or computer programs. Neither will they be held responsible for mail, electronic mail, sending forms, connections, messages or captures of information that have been delayed, lost, stolen, or any of the above if they are illegible, incomplete, confused, misdirected, mutilated or with insufficient postage, nor for the security of any of the aforementioned cases.

The **USER** also agrees that **POSADAS**, and its affiliates, subsidiaries and other related entities including each of their officers, directors, agents and employees shall not be responsible or liable in any way for any damage, loss or harm to the computer of the individual capturing information, nor for the interception or use of credit card information that is related to or results from the use of the **WEBSITE**, nor for any sites, services or materials linked to or related to the use of "proofs" or authentic booking mechanisms at any time. Nor shall it be responsible or liable in any way for any damages, losses, claims or damages related to or resulting from this Site, or the booking mechanism, whether or not they operate on computers or networks used by the individual capturing information or communicating with such computers or networks.

F. THIRD PARTY LINKS. This **WEBSITE** may contain links (hyperlinks) to websites operated by third parties that are not **POSADAS** or any of its affiliated companies, such links are provided for reference only. **POSADAS** does not control these websites and assumes no responsibility for their content. The inclusion of hyperlinks to such websites does not imply endorsement of the material contained in such websites.

G. When the **USER** provides information to **POSADAS** through the use of this Site, including but not limited to, forms for registration, feedback, questions, comments, suggestions and other similar cases, accordingly the **USER**: (a) represents and warrants that such information is complete, true and accurate, and that it owns all rights in such information, same being its own original and unpublished work, and that it is not based in whole or in part on any pre-existing work or work of another person, that it does not in any way violate or infringe any proprietary right, trademark, brand name, service mark, or any other written law or common law, or any personal or proprietary right or interest, that such information is not abusive, obscene, profane, sexually explicit, threatening or unlawful, and agrees to indemnify, defend and hold harmless **POSADAS**, from and against any such claim, and agrees to waive and assign all rights to and ownership of any such information, (b) acknowledges that it is solely responsible for any damages resulting from the infringement of proprietary rights, copyright or any other harm resulting from its delivery of such information and

POSADAS's subsequent use of the information, and (c) grants **POSADAS's** sole and exclusive remedy for any and all damages resulting from its delivery of such information and **POSADAS's** subsequent use of the information; and (c) automatically grants **POSADAS** the exclusive, royalty-free, worldwide right and license to use, reproduce, publish, distribute or display such information (in whole or in part, by any means now known and used, or known and used in a future medium, in perpetuity), although the **USER** acknowledges that **POSADAS** is not obliged to use, reproduce, publish, distribute or display the information.

POSADAS is free to use any ideas, concepts, know-how or techniques contained in its communications for any purpose whatsoever, including but not limited to, developing, producing, offering and/or marketing products and services incorporating such information.

11) ELECTRONIC MEDIA AND COOKIES.

In the event that the **USER** uses electronic means in relation to their personal data, cookies will be generated in order to provide a better service.

Cookies are small pieces of information that are sent by the **WEBSITE** to the **USER's** browser.

Cookies are stored on the hard disk of the **USER's** computer and are used to determine your preferences when you connect to the services of **POSADAS** sites, as well as to track certain behaviors or activities carried out by the **USER** within **POSADAS** sites.

In some sections, **POSADAS's WEBSITE** requires the **USER** to have cookies enabled since some of the functionalities require them to work. Cookies allow **POSADAS**: a) recognize the **USER** when entering **POSADAS** websites and offer the **USER** of a personalized experience, b) know the personal settings of the site specified by the **USER**, for example, cookies allow **POSADAS** detect the bandwidth that the **USER** has selected when entering the home page of **POSADAS** sites, so that we know what kind of information it is advisable to download, c) calculate the size of the **POSADAS** audience and measure some traffic parameters, as each browser that accesses **POSADAS** sites acquires a cookie that is used to determine the frequency of use and the sections of the sites visited, thus reflecting their habits and preferences, information that is useful to **POSADAS** to improve the content, headlines and promotions for **USERS**. Cookies also help **POSADAS** to track some activities, for example, in some of the surveys that **POSADAS** launches online, it can use cookies to detect whether the **USER** has already filled out the survey and avoid displaying it again, in case you have done so. The "help" button found on the toolbar of most browsers will tell the **USER** how to avoid accepting new cookies, how to have the browser notify him/her when he/she receives a new cookie or how to disable all cookies. However, cookies will allow the **USER** to take advantage of the most beneficial features offered by **POSADAS**, so **POSADAS** recommends that you leave them enabled.

12) INDIVISIBILITY.

The **USER** declares to have read these Terms and Conditions, and acknowledges that this document contains the total, complete and express will of the **USER** and **POSADAS** to carry out all acts referred to in these Terms and Conditions.

13) CONTRACTUAL SECURITY.

The **USER** shall have a maximum period of 5 (five) business days from the business day following the date on which it makes a purchase of the **MEMBERSHIP** to request the termination of the contractual relationship between the **USER** and **POSADAS** and obtain a refund of all amounts paid without any deduction provided that there is no **CONFIRMED RESERVATION**. The request for termination under this clause must be made: in writing submitted at the address of **POSADAS** or through registered mail, taking as date of notice of cancellation, the receipt for shipment that appears on the postage of the post office or on the bill of lading of the courier company; **POSADAS** will have a period of 15 (fifteen) working days following the date of termination to refund in full the amounts paid by the **USER**.

14) NOTIFICATIONS.

All notices related to these Terms and Conditions will be delivered by the means established for these purposes on the **WEBSITE** or by email, certified mail or specialized courier service and sent to the following addresses and addresses:

POSADAS: Avenida Prolongación Paseo de la Reforma #1015, Torre "A", 9th Floor, Colonia Santa Fe Cuajimalpa, Alcaldía Cuajimalpa de Morelos, Zip Code 05348. Mexico City, Mexico and/or e-mail: info@enjoymexico.club.

USER: To the address and/or e-mail indicated by the **USER** through the means made available by **POSADAS**.

The parties agree that updates to the lists of **DEVELOPMENTS** and **BENEFITS**, as well as cancellations and modifications of reservations may be notified by means of notices sent by e-mail or advertised on the **ENJOY MEXICO** web page.

15) MODIFICATIONS TO THE PRESENT TERMS AND CONDITIONS.

The present Terms and Conditions may be modified unilaterally by **POSADAS**, as long as such modifications are informed to the **USERS** on the **WEBSITE** or through the procedures established for such effect and do not affect in a negative way the rights granted to the **USERS** who have made transactions paid in full. In this case, if the **USER** does not have transactions paid in full, he/she may request the termination of the contractual relationship in the terms mentioned in clause 13 above within 5 business days after the modifications to these Terms and Conditions are informed to the **USERS**.

All modifications to the present Terms and Conditions shall be notified to the **USERS** by means of notices sent by e-mail or advertised on the **WEBSITE**, indicating the date on which the modifications shall come into effect.

16) HEADINGS AND PARAGRAPHS.

All titles, headings and subparagraphs of these Terms and Conditions are used only for ease of reference and shall not affect the content or interpretation of these Terms and Conditions.

17) SURVIVAL OF THE CONTRACT.

In the event that any judicial or administrative authority declares the nullity of any subsection, paragraph, or clause of these Terms and Conditions, the remaining subsections, paragraphs and clauses of this instrument shall continue to be binding on the parties.

18) TRANSLATIONS.

In the event that this document is written in a language other than Spanish, it is a translation and in case of discrepancy between the version in another language and the Spanish version, the Spanish version shall prevail.

19) LAW AND JURISDICTION.

These Terms and Conditions shall be governed by the laws of Mexico City. The **USER** declares that he/she is aware of the scope of these Terms and Conditions and that they are the faithful expression of its will and submits, in case of non-compliance or interpretation, to the jurisdiction of the Consumer Ministry (*Procuraduría Federal del Consumidor*), in administrative proceedings, as a conciliatory instance, to solve the differences that could arise and in case of subsisting the same the **USER** agrees to submit to the jurisdiction of the Laws and Courts of Mexico City, under its exclusive jurisdiction, renouncing in turn to any other jurisdiction that by reason of its present or future domiciles or by the location of its goods or by its nationality could correspond to it. To the extent permitted by applicable law, no complaint, claim or cause of action arising out of or relating to your access to, or use of this Site shall be filed more than one (1) year after the date on which such complaint, claim or action is filed.