



## TERMS AND CONDITIONS





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

1. **ACCEPTANCE OF THIS AGREEMENT.** This Agreement governs your use of this Internet site (“Site”) and is entered into between Vacation Class, S.A. de C.V. (“VC,” “us,” or “we”) a Mexican Corporation and you, on behalf of yourself and the buyer, member or supplier for which you have registered (“you”). By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, the services or functions offered in or by the Site and/or the contents of the Site in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. You further acknowledge that you have read, understood and agreed to be bound by the terms hereof, and that using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site represents expressly your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. You represent and warrant that you are not a resident of, and you are not using this Site from, a jurisdiction in which this Site, this Agreement, or the use of this Site by you would be in whole or in part unenforceable or limited in any way, or subject to any regulatory compliance, registration, tax, approval or other requirement. You further agree that you will not use this Site from any such jurisdiction or if you become a resident of any such jurisdiction. If you do not agree to each and all of these terms and conditions please do not use the Site and leave the Site immediately. When you use any portion of this Site or any link from this Site, you agree to all terms and conditions of this Agreement, and you acknowledge that, in providing you with access to this Site we have relied upon your agreement to be bound by the terms of this Agreement.

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

3. **OWNERSHIP.** All materials contained in the Site are the copyrighted property of VC, or its subsidiaries or affiliated companies and/or third party licensors. No material from the Site or any Internet site owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of these terms, the use of any such material on any other Web, Internet, intranet, extranet or other site or computer environment is prohibited. All trademarks, service marks, trade names and trade dress are proprietary to us. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without our prior express written consent. You may not use any meta tags or any other “hidden text” utilizing our name, trademarks or other proprietary information without our prior express written consent.

All names, logos, trademarks, service marks, trade dress and trade names are proprietary to VC or its subsidiaries or affiliated companies and/or third party licensors (collectively “VC”) in México and other countries and may not be used by anyone for any purpose without our prior express written consent. We consider our trademarks to be valuable assets, and take infringement of them seriously.

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

You may not use any “robot,” “spider” or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this Site, in any case without the prior written permission of VC. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on this Site to any other computer, server, website, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of this Site. You agree that you will not take any action that imposes a burden or load on the infrastructure that VC deems in its sole discretion to be unreasonable or disproportionate to the benefits VC obtains from your use of the Site. You will not use this Site for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene



or threatening. You will not use this Site to solicit or in any way communicate with VC customers or others for any purpose.

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

Per your use of the Site, you warrant and represent that any and all the information (if any) you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

Unauthorized use of this Site and/or the materials contained on this Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this Site.

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

5. MINORS AND THE CHILD ON-LINE PRIVACY AND PROTECTION ACT. The Site is not designed for anyone under age 18. If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use or in any way take advantage of the information available at the Site, then you are acknowledging and agreeing that you shall be solely responsible for: (a) the on-line conduct of such Minor; (b) monitoring such Minor's access to and use of the Site and the Information at the Site; and (c) the consequences of any use of the Site by such Minor. VC hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. However, any acquisition or use of such parental control protections is your sole responsibility and at your sole expense.

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

6. CONTENT LINKED TO THE SITE. Links to other sites we think may be of interest to you are provided for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and we are not responsible for the materials, services or other situations at or related to or from any other site. Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive.

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

7.- REVIEW OF TRANSMISSIONS. VC may, but shall have no obligation to, from time to time monitor and review any information transmitted or received through this Site and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that VC deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined, recorded or copied, and your use of this Site constitutes your consent to such monitoring and review.

8. DISCLAIMERS. YOU AGREE THAT YOU USE THE SITE AT YOUR OWN RISK. THE CONTENT, SERVICES (IF ANY) AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE



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

VC and/or the VC Releasees are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters.

Further, VC and/or the VC Releasees are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Site or by any technical or human error which may occur in the processing of any information related to the Site.

If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of VC which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any member, buyer or supplier from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void any information provided to the Site by you or any member, buyer or supplier.

You also agree that VC and/ or the VC Releasees are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

To the extent we list or link to third party products or services, the Site acts only as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and/or buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction.

WE MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON / FROM ANY WEB SITE LINKED TO THE SITE. WE WILL NOT BE LIABLE FOR THE PRIVACY OF THE INFORMATION, E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE SITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE SITE.



NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY US OR ANY OF THE VC RELEASEES WILL CREATE A WARRANTY OF ANY KIND, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION AND WITHOUT NOTICE, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE, OR TO DENY ACCESS TO THE SITE TO ANYONE AT ANY TIME. NEITHER WE NOR ANY OF THE VC RELEASEES SHALL HAVE ANY LIABILITY ARISING FROM YOUR RELIANCE UPON THE INFORMATION PROVIDED ON THE SITE.

The Site may contain technical inaccuracies or typographical or other errors or omissions. VC is not responsible for any typographical, photographic, technical or any other sort of errors of any nature whatsoever contained on our Site. VC reserves the right to make changes, corrections and/or improvements to the Site, and to the products and programs described in such information, at any time without notice.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY LOST PROFITS, COST OF COVER, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES (IF ANY) OR FUNCTIONS OF THE SITE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR YOUR RELIANCE UPON, THE SITE OR THE SERVICES, CONTENT OR MATERIALS IN, OR THAT ARE IN ANY WAY CONNECTED WITH (I) ANY USE OF THIS SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS, PAYMENTS OR AUTHORIZATION OF PAYMENTS), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY VC, ITS AFFILIATES OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS, OF FUNCTIONS OF THE SITE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES OR INFORMATION, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT OF USD\$ 100.00. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE PRODUCTS, SERVICES, MEMBERS, SUPPLIERS AND/OR BUYER OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

10. INDEMNIFICATION. You hereby indemnify, defend and hold us and the hotels advertised on the Site and each of our and their respective owners, partners, subsidiaries, affiliates, franchisees and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and employees (individually, and "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you by the Site or by any linked site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of VC or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

11. RELEASE. BY UTILIZING THE SITE, YOU AND ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SITE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, MATERIALS, SERVICES OR PRODUCTS (IF ANY) RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SITE AND ITS SERVICES, CONTENT, MATERIALS AND FUNCTIONS TO ANYBODY. WE

FURTHER RESERVE THE RIGHT TO SEEK ANY FORM OF RELIEF, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, RELATED TO FRAUDULENT OR ILLEGAL ACTIVITY CONNECTED WITH THE USE OF THE SITE.

Because we are not involved in any transaction between buyers and suppliers, if applicable, in the event that you have a dispute with one or more users, you also, on behalf of yourself, your predecessors, if applicable, and each of their present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, as applicable, hereby fully and forever release and discharge the Indemnified Parties, from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement or the Site. You also acknowledge that there is a possibility that, subsequent to the execution of this Agreement, you will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known you at that time may have materially affected your decision to execute this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this paragraph of this Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims. Notwithstanding that this Agreement is governed by, and construed in accordance with, Mexican Laws and without any admission by us to the applicability of, or submission by us to, the laws or venue of any other jurisdiction, you acknowledge that you have been advised of the possibility of the existence of rules, articles and/or provisions contained in any law, code and/or regulation stating that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such rules, articles and/or provisions, this release shall constitute a full release in accordance with its terms. You knowingly and voluntarily waive any such rules, articles and/or provisions as well as any other statute, law or rule of similar effect. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein. Nevertheless, it is your intention, through this Agreement, and with the opportunity to seek the advice of counsel of your choosing, fully and finally to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have existed between and among the parties hereto, including the Indemnified Parties. You hereby acknowledge that you have had a full opportunity to be advised by legal counsel of your choosing and that you understand and acknowledge the significance and consequence of this release and of this specific waiver of any rule, article and/or provision that could render null and void this general release and other such laws.

12. RELATIONSHIP OF THE PARTIES. You and VC are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

13.- JURISDICTIONAL ISSUES. The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services described or (if applicable) offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and that the Indemnified Parties may rely upon such representation.

14. GOVERNING LAW. This Site is operated from and domiciled in México. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and your solicitation of offers to purchase and/or sell products and/or services. This Agreement shall be governed by and construed in accordance with the laws of México, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the terms of this Agreement shall be filed only in México and that any controversy arising out of or relating in any way to the Agreement or your stay at any resort that is the subject of this Site or related sites shall be resolved exclusively in accordance with the dispute resolution procedure set forth in this Paragraph. The parties may resort to the conciliatory proceeding before the "Procuraduría Federal del Consumidor" (Federal Consumer's Protection Agency of Mexico). If the parties cannot reach a resolution through a proceeding before the "Procuraduría Federal del Consumidor" or elect not to pursue such a proceeding, all disputes arising out of or relating in any way to the terms of this Agreement or your stay at any resort that is the subject of this Site or related sites shall be settled exclusively and finally under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator of Mexican Nationality. The parties



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

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

16. **INJUNCTIVE RELIEF.** You acknowledge that a violation or attempted violation of any of this Agreement and these terms and conditions will cause such damage to VC as will be irreparable. Accordingly, you agree that VC shall be entitled as a matter of right to an injunction issued by a court of competent jurisdiction (pursuant to paragraph 14 above), restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by VC in obtaining such an injunction, including, without limitation, reasonable attorney's fees, in addition you acknowledge that VC may be entitled to file a claim for such damages or any other legal action that deems necessary in its discretion in accordance with paragraph 14 above. You agree that no bond or other security shall be required in connection with the injunction.

17. **TERMINATION.** This Agreement is effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the following provisions hereof: (2) Eligibility; (4) Use of Site and Interference; (8) Disclaimers; (9) Limitation of Liability; (10) Indemnification; (11) Release; (12) Relationship of the Parties; (13) Jurisdictional issues; and (14) Governing Law. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to VC, its affiliates, and its third party providers or distributors, as applicable. You acknowledge that you have not paid any consideration for the use of this Site, other than your agreement to abide by the terms of this Agreement, and that you are not entitled to any refund or other remedy in the event your use of this Site is terminated.

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

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

20. **ADDITIONAL TERMS.** Additional terms and conditions may apply to sites related and/or other uses of portions of this Site, and you agree to abide by such other terms and conditions. You acknowledge that such additional terms and conditions were prepared by personnel of the hotels, resorts and others advertised on the Site. Such personnel and others retain ultimate control over the policies and procedures that they choose to implement at their websites and/or hotels. The information contained in or through the Site is based upon

sources believed to be accurate and reliable; and we have attempted to exercise reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to such accuracy. For all of the above reasons, you should consult your own attorney or other appropriate professional for advice concerning the terms and conditions of this Agreement and/or compliance with any legal requirement.

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

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

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

24. RELATIONSHIP WITH OTHER AGREEMENTS. Neither this Agreement nor anything contained in this Site shall alter any other contractual relationship between you and VC, its affiliates or any third-party providers or distributors. Specifically, and without limitation, this Agreement shall not in any way modify or amend the terms, conditions, rights or privileges provided for in any Contract for Lodging Rights and Services or any other agreement that you executed or execute in the future relating to your use of the resorts which are the subject of this Site.



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