

## Terms and conditions of use

### 1. Acceptance of the Terms and Conditions of Use.

These Terms and Conditions of Use (hereinafter the "Terms and Conditions") regulate the use of the services provided by Operadora Arozarena, S.A. de C.V. (hereinafter "Turicard") through the website, which is located at <https://www.turicard.com/> (hereinafter the "Website"). Each time a person accesses the Website or purchases the products offered by Turicard that are detailed below, they become a Turicard user (hereinafter the "User").

The access and/or use, as the case may be, of said services and contents express the tacit, complete and unconditional acceptance of the Terms and Conditions in the version that is published at the very moment in which access to said contents occurs or the use of said services by the User.

Turicard, with address at Isabel la Católica 61-A, Colonia Centro, C.P. 06600 Mexico City, establishes that access to the Website by the User implies their express and unreserved consent to the conditions established in the Privacy Notice that is accessible on the Website.

### 2. Characteristics of the Services.

Turicard provides the User with access to a series of tourist attractions and experiences in various countries around the world, through the sale of a card, printed ticket or electronic code (hereinafter the "Card" or "Cards") issued by Turicard which may be customized by the User according to their preferences (hereinafter the "Services"). Turicard reserves the right to modify, delete or add, without prior notice, the characteristics and price of the Services, the configuration of the Website, as well as the requirements for access to the Website and the use and manner of obtaining the Services.

### 3. Use of Services.

By using the Services, you as a User agree and acknowledge the following:



- a) Each Card is valid only for the attractions and/or activities included in your Card at the time of purchase (hereinafter each one referred to as an "Attraction").
- b) Each Card must be used before the expiration date of the Attraction or Attractions included in said Card.
- c) You will use the Services exclusively personally or for the benefit of any accompanying minor or person for whom the User is responsible.
- d) You may not assign or allow the use of the Services in favor of third parties.
- e) You will not use the Services for illegal purposes.
- f) You are solely responsible for your account and password for the use of the Website and the Services.
- g) It will deliver the necessary information and documentation to Turicard to integrate its file as a User.
- h) He is solely responsible for following the particular rules of each attraction.

#### 4. Payment.

The provision of the Services provided to Users by Turicard can only be used by registering the User on the Website and paying a price established by Turicard through the payment platform established on the Website.

#### 5. Release of liability for cancellation of the Attractions.

The User in this act accepts and acknowledges that Turicard is a tourism marketing company that acts as an intermediary between the User and the Attractions that Turicard sells through the Card, and therefore agrees to abide by the rules, regulations and/or terms and conditions for access, operation and use of each Attraction. The User is aware that the Attractions may change the hours of operation or be temporarily closed without prior notice, for which reason he expressly acknowledges and accepts that said risks are not the responsibility of Turicard nor can they be risks that are eliminated by Turicard and releases this last of any liability that may arise due to said changes or temporary closures of the Attractions, Turicard limiting itself to making a refund in favor of the User, in accordance with the Cancellation and Refund Policy established in section 11 of the Terms and Terms of use.



#### 6. Release of responsibility for injuries, damages, losses or theft in the Attractions.

The User expressly states that it is his sole responsibility to evaluate and bear the risk associated with the use of any Attraction and tacitly accepts and acknowledges that the dangers inherent in the use of the Attractions vary from one activity to another, which could be: (a ) minor injuries such as scratches, bumps and sprains; (b) serious injuries such as injuries

in the joints, spine or back; (c) theft or total or partial loss of property belonging to you. Therefore, he expressly acknowledges and accepts that said risks are not the responsibility of Turicard nor can they be risks that are eliminated by Turicard.

By virtue of the foregoing, the User declares that he will be solely responsible for any and all injuries or damages that he suffers derived from the use of the Attractions and// use of the Services, for which reason he releases Turicard, its employees, representatives and agents, and each of their respective successors and assigns, from any liability and claims, actions, demands, procedures, expenses, costs, damages and liabilities derived from any injuries, damages and/or theft or loss of property that the User may suffer in the Attractions or that are derived from the use of the Services.

#### 8. Links to Third Party Sites.

In some cases, the Website displays links to other Internet sites and/or other third-party resources. By virtue of the fact that Turicard has no control over said sites or their resources, the User acknowledges and accepts that Turicard is not and will not be responsible for the availability of said external sites and unrelated to Turicard or for the access to them, nor for the resources that they use, and does not accept and will not accept being held responsible for the impossibility of access.

#### 7. Image Use Authorization.

The User's Access to any Attraction through one of our Cards constitutes the User's tacit consent for the Attraction and/or Turicard to use any photograph, video or image of the Card holder for any purpose without the need for payment or compensation in any way, for which the User grants his consent to use, reproduce, transmit, retransmit, publicly display, create other works derived from his image, in accordance with articles 86, 87 and 88 of the Federal Law of Law From author.



## 9. Indemnification.

In all the cases that are mentioned below and/or those that derive from them, the User accepts to be responsible and agrees to indemnify, maintain and remove Turicard, its employees, collaborators, suppliers, agents and/or shareholders, in and from any claim and/or demand, including reasonable attorneys' fees and court costs and expenses, derived from: (a) cancellations or unforeseen schedule changes by the Attractions; (b) any claim arising from misuse or fraud by the User of any credit or debit card used as a means for the Services; (c) any inconvenience caused by reasons beyond Turicard's control or force majeure, such as bad weather, natural disaster, war, pandemic or any unforeseeable and unavoidable circumstance; (d) non-compliance by the user with any duly published or communicated rule.

## 10. Termination.

Every User accepts and agrees that Turicard, at its sole discretion and without prior notification, may terminate or suspend the use of all or part of the Website and/or the Services for any cause or reason.

## 11. Cancellation and Refund Policy.

In the event that the User is unable to use the Card and/or some of the Attractions included in it, either for personal reasons or due to unforeseen cancellations by the Attraction operators, the following cancellation policy will apply. and refunds.

- Turicard passes expires 365 days from the date of purchase.
- Third parties passes expires according to their respective policy.
- Bookings cancellations are allowed up to 24 hours before the expiration date or the provision of the scheduled service. \*except for restrictions on promotional rates duly communicated or published in the regulations of the respective promotion.

The reimbursement in these cases is total, only discounting the bank fee, if applicable.



For the cancellation to be considered valid, it is necessary for the user to previously request it by one of the contact methods published on the Website and during the available service hours and to have confirmation that the cancellation is valid.

- Cancellations are not allowed within a period of less than 24 hours, therefore, no refund will be applicable in those cases.
- Cancellations by third parties, the rule of the respective company/provider will be applied.
- A fully or partially used pass is non-refundable. - It is considered as partially or totally used once they have visited or made reservations in any attraction.

## 12. Applicable Law and Jurisdiction.

By accessing the Website, the User expressly and irrevocably accepts the fact that these Terms and Conditions, as well as the User's relationship with Turicard, will be governed and interpreted in accordance with the laws of the United States of Mexico. In case of controversy, the User and Turicard expressly submit to the jurisdiction of the Courts of Mexico City, waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.

