

# REGULATION



- I. SUBJECT MATTER. THE HOTEL agrees to provide the lodging services to THE GUEST and to the individuals accompanying them, whose information is indicated on the front side of this document (hereinafter the Registration Card), which shall also indicate the type or room, the duration of the stay and, when applicable, the deposits made to THE HOTEL for the services engaged.
- II. CONSIDERATION. THE GUEST, as a consideration for the services that are the Subject Matter of this Agreement (in the case the services have not been previously paid through an Agency), shall pay to THE HOTEL in advance the agreed rate for the days contracted,

plus the respective taxes, at the time they make the reservation or register or authorize THE HOTEL to charge all of the payments generated for the services to a credit card in the name of THE GUEST. THE GUEST agrees to pay for each day they or their companions are lodged at the hotel, the amount of the daily rate indicated on the Registration Card for the days contracted and in the form of payment indicated on such card, either in Mexican pesos or the equivalent in U.S. dollars at the exchange rate ruling at the location and date of payment indicated by Banco de México. The parties agree that, in the case that the stay of THE GUEST or their companions is longer than agreed in the Registration Card, the price of the daily rate to be paid for the dates not contracted shall be the price applicable to the general public in effect at that time. THE HOTEL reserves the right to extend the stay of THE GUEST for a period longer than the contracted period due to its occupation levels, season and previously agreed reservations with third parties.

III. **ADDITIONAL SERVICES.** In addition to the lodging services that are the subject matter of this Agreement, at the prior



request and with the prior acceptance of THE GUEST, THE HOTEL may provide additional services. THE GUEST is required to consult the prices, rates and conditions of the additional services provided by THE HOTEL and that are displayed on the screen located in the reception area, in the Service Directory and in each of the areas where the referred additional services are provided. THE GUEST shall pay the consideration corresponding to such additional services.

- IV. REGISTRATION. Upon registration, THE GUEST must identify themselves (with a valid ID) and register personally. In the case of groups, the registration shall be carried out by a representative of the group. In the case of groups of minors, the individuals responsible for the group must sleep at the hotel and verify the identification of each of the minors, and also provide the corresponding written permission signed by the parents or guardians of the minors.
- V. CHARGE. The charge for the room shall be generated as of the time it is delivered or made available to THE

GUEST, and therefore, as of such time the consideration agreed and accepted in the Registration Card shall be collected.

- VI. CHECK-IN AND CHECK-OUT. The room check-in time is 3:00 pm and the check-out time is 12:00 pm. THE GUEST shall have a tolerance period of 60 minutes for check-out. If THE GUEST turns in the room after the tolerance period is over, they shall be required to cover the cost indicated on the front side of this document (registration card) corresponding to one day of lodging for each room.
- VII. FOOD. THE GUEST acknowledges that the agreed consideration does not include the price of food and beverages if they have not been contracted in a package, or other charges related to the consumption of THE GUEST or the people accompanying them.
- VIII. ROOM KEY. THE HOTEL shall deliver to THE GUEST, for each assigned room, a key card to access the room or rooms reserved. THE GUEST shall be responsible for safeguarding the referred key card and shall not be permitted to lend it or give it to any third party other

than the reception staff of THE HOTEL upon their check-out, and they therefore release THE HOTEL from any liability or loss of goods if they give inappropriate use to such Key card or fail to report the loss thereof. The key card(s) must be returned at the end of THE GUEST'S stay. In the case the key card(s) is (are) lost or misplaced, THE GUEST shall cover a replacement cost for each one of \$60.00 (sixty Mexican pesos 00/100, including Taxes).

- IX. LINENS. Temporary tattoos made with henna applied by third parties in the beach area and outside of the Hotel cause stains that permanently damage the linens in the room, such as: bedspreads, pillow cases, sheets, towels. THE GUEST'S account shall be charged directly if the referred linens are damaged or stained, and the charge shall be made based on the commercial value of the damaged items.
- X. CHARGES FOR LOSS. In the case that THE HOTEL provides THE GUEST or the people accompanying them with an "All Inclusive" bracelet for their identification with the hotel staff, it (they) must be returned at the end of THE GUEST'S



stay. In the case the bracelet(s) is (are) lost or misplaced, THE GUEST shall cover a replacement cost for each one of \$3,000.00 (three thousand Mexican pesos 00/100, including Taxes). If THE GUEST is provided with a card for beach towels, it must be returned at the end of THE GUEST'S stay at the Hotel. In the case the beach towel card(s) is (are) lost or misplaced, THE GUEST shall cover a replacement cost for each one of \$300.00 (three hundred Mexican pesos 00/100, including Taxes). In the case THE HOTEL provides THE GUEST or the people accompanying them with a remote control for the television located in the room assigned to them, it (they) must be returned at the end of THE GUEST'S stay. In the case the remote(s) is (are) lost or misplaced, THE GUEST shall cover a replacement cost for each one of \$250.00 (two hundred and fifty Mexican pesos 00/100, including Taxes).

- XI. **SMOKING FEE.** The hotel facilities are 100% tobacco and/or smoke free, so THE GUEST and the companions must refrain from smoking or inhaling any product or substance in them, including in the room(s) that have been

assigned. In the event that THE GUEST or the companions contravene what is mentioned before, he/they must make the payment of a penalty fee in the amount of \$3,000.00 (three thousand pesos 00/100 National Currency) or 150USD (one hundred and fifty dollars taxes included)

- XII. VALUABLES. The Hotel has safe deposit boxes at Reception and in each Room. THE HOTEL is not responsible for the theft or loss of objects or valuables not deposited at Reception or in the safe deposit boxes in the rooms.
- XIII. INSURANCE. THE HOTEL provides the registered guest with civil liability insurance in accordance with official Mexican standard NOM-07-TUR-2002, which shall be applicable during the term of their stay at the hotel.
- XIV. PHYSICAL ACTIVITIES. Performing any physical or recreational activity implies a risk of accident and/or injury, so THE GUEST agrees it is their sole and exclusive responsibility to practice or perform any physical or recreational activity in the Hotel facilities, as well as to allow the minors accompanying them

to do so, and they thus assume any risk related to such activities and that result in personal injuries or injuries to third parties. THE GUEST (including their companions or family members) releases and relieves THE HOTEL from any damage, personal injury, accidental death or any other situation that may result from the referred activities.

- XV. FACILITIES. The Hotel facilities are not designed for people who are overweight or morbidly obese or those seeking medical treatment or surgery or those who are in rehabilitation or recovery after undergoing any medical treatment or surgery. THE GUEST shall be responsible if they are subject to any of the aforementioned medical conditions when staying at the Hotel, and therefore assume any risk related to the use, food consumption and stay at the Hotel facilities that result in personal injuries. THE GUEST (including their companions or family members) releases and relieves THE HOTEL from any damage, personal injury, accidental death or any other situation that may result from their stay or use of the Hotel facilities under the aforementioned conditions.



XVI. CANCELTATION. All Cancellations must be carried out 48 (forty-eight) hours prior to THE GUEST'S arrival date, and after this time limit, THE GUEST shall be charged for the cost of one night's stay for each room. In the case the requesting party does not cancel the reservation or does not occupy the room on the day of their reservation, they shall lose the entire amount of their deposit.

XVII. RESCISSION. THE GUEST and THE HOTEL agree that failure to comply with any of the obligations corresponding to them under this Agreement or in the Internal Regulations of the hotel shall be cause for rescission, and the affected party may therefore rescind the Agreement and claim payment of the losses and damages caused to them following the course of action and method established in the civil legislation applicable in terms of this Agreement.

XVIII. THE HOTEL shall have the power to demand that THE GUEST vacate the room assigned to them, as well as to retain THE GUEST's luggage in order to guarantee payment of the unpaid amounts owed to THE HOTEL.

- XIX. INTERNAL REGULATIONS OF THE HOTEL. THE GUEST acknowledges and understands that the Internal Regulations of the Hotel contain rules of legal significance that THE GUEST must be aware of in order to be able to make decisions related to the activities they decide to perform during their stay at the Hotel. In the case that, for any reason, the referred Hotel Regulations are not found in the room assigned to THE GUEST or if THE GUEST has any questions or concerns related thereto, they shall have the power to request the replacement thereof and/or consult with the Hotel Manager. The parties agree that, in addition to the rights and obligations they acquire under this Agreement, they shall be subject to the provisions of the Internal Regulations of the Hotel located inside the room assigned to THE GUEST.
- XX. PRIVACY NOTICE. We hereby inform you that Diestra Restaurantes, S.A. de C.V. and its Affiliates and Subsidiaries (GRUPO DIESTRA), with the address located at Boulevard Manuel Ávila Camacho, número 50, edificio Lomas

Plaza, cuarto piso, interior 515, Colonia Lomas de Chapultepec, Delegación Miguel Hidalgo, CP. 11000, Ciudad de México, is responsible for collecting your Personal Data and Sensitive Personal Data, the use given thereto and its protection.

XXI. GRUPO DIESTRA hereby informs you that your personal data shall be used for your registration, identification, operation, reservation management, purchase of vacation packages, memberships or any other transaction carried out with respect to the provision of the lodging, tourism and commercial services in general, and other similar services. GRUPO DIESTRA may share or transfer your information to associates of the group to which it belongs or to third parties in order for them to send you information related to their products and services in general. The Terms of the Privacy Notice and the exercise of the rights of access, correction, cancellation, opposition, limitation of use or withdrawal of consent can be consulted at <http://www.hotelesemporio.com>



XXII. If the holder signs the Registration Card and provides their personal data, it means they have read, understood and accepted the terms established in the Privacy Notice.

XXIII. JURISDICTION. Since the operating company of THE HOTEL is a Mexican company and the services are provided in Mexico, THE GUEST and THE HOTEL agree that for all matters not expressly established in this Agreement, the rules of the Federal Tourism Law, Official Mexican Standards related to tourism and the Federal Civil Code shall be applicable. Also, in the case of any conflict, controversy or litigation arising from the stay of THE GUEST at the Hotel (derived from the lodging and additional services contracted with THE HOTEL) or the Civil Liability in the case of risks or accidents or related to compliance with this Agreement, the Parties agree to submit to the exclusive jurisdiction of the competent courts of Mexico City, waiving the right to any other jurisdiction that may correspond to them due to their nationality or any other present or future reason.