



TERMS AND CONDITIONS OF USE

These general terms and conditions of use (the "Terms and Conditions") regulate the access and/or use of the Platform (hereinafter, the Platform), of the site www.tours4friends.com.mx (hereinafter, the "Site Web") and the Services consisting of making available to each and every person who enters and/or makes use of the Website (the "Guests") access and/or use of the Platform and the Website (the "Services") owned by Tours 4 Friends (hereinafter "TF4") a Mexican company, legally constituted under the laws of the United Mexican States, with registered office in Baja California Sur, La Paz, accepting these Terms and Conditions from the moment of entering the Website and/or the Platform, fully and without any reservation.

In this regard, by accessing and/or using the Website and/or the Platform, the Guest agrees to be legally bound by these Terms and Conditions, which establish a contractual relationship between the Guest and "TF4" in order to regulate access and /or use of the Website and/or the Platform. These Terms and Conditions expressly replace previous agreements or commitments with the Guest, who acknowledges and accepts in this act that by the mere fact of entering and/or using the Website and/or the Platform, the Guest adheres in a manner immediately to each and every one of the Terms and Conditions.

Consequently, the Guest is recommended to carefully read these Terms and Conditions before entering and/or using any service on the Website and/or the Platform under their sole responsibility.

In the event that you do not agree with the Terms and Conditions, the Guest must refrain from entering and/or downloading the Website and/or the Platform.

1. LINK

The Services will be provided in the United Mexican States, exclusively to Guests who use and book on the Website and/or the Platform. Those Guests who do not reside in the United Mexican States and who decide to access and/or use the Services will do so at their own responsibility and risk, agreeing to submit to these Terms and Conditions and applicable laws, waiving any other legislation or jurisdiction that, by reason of their nationality, domicile or for any other reason that may correspond to them.

By accepting these Terms and Conditions, the Guest declares: (i) That he has read and understands the legal scope of what is established in these Terms and Conditions; (ii) That he is a person with full capacity and of legal age to contract in accordance with the legislation of the United States of Mexico; (iii) Not having been previously suspended and/or temporarily or permanently disabled from using the Services; and (iv) That it is his will to be bound in accordance with the provisions of this document.



People who do not have legal capacity to contract may not use the Services, including those without legal capacity, minors and/or those who have been suspended or disabled by "TF4" to use the Services for reasons attributable to themselves. Likewise, those persons who do not accept these Terms and Conditions may not access or use the Services.

2. THE SERVICES

"T4F" provides the service of technological developer, tourism promoter and commission agent (only with Hosts and/or Service Providers) for the use, maintenance and support of its technology, Website and/or Platform. From the foregoing, the User accepts and acknowledges that "TF4" is not a Service Provider directly or indirectly, since it does not charge the Guest and/or pay Hosts or Service Providers.

The Guest, through its Website and/or Platform, including but not limited to, may observe the cost of various tour Services, including land, air, nautical and/or any kind within tourism; Said Services will only be provided at various tourist points in the United Mexican States.

That said, the Guest accepts and acknowledges that they may request the Host(s) through the "T4F" Website and/or Platform to provide Services, for which, at their decision, to request one or more reservations, for which, it only facilitates the Guest being able to request a reservation (subject to availability) to the Host so that the Host can manage their itineraries, follow-up, billing, operation and schedules for the provision of Services.

At the time of using the Services, the Guest wants "TF4" to send them emails, to receive offers from the Hosts, monitoring of the Services reserved and/or provided, among others.

The Guest will receive the Services through furniture, real estate and personnel of the Hosts, who in turn use and pay a cost for access and use of the "T4F" Website and/or Platform. The Guest releases "TF4" from any liability, commercial, criminal or any other matter, derived from the provision of the service of any of those offered on the T4F platform.

Once the reservation is made, the Guest may travel by their own means to the point of origin, arriving at least fifteen (15) minutes in advance of the scheduled departure for the vehicle (land, air or nautical) in the event that the service contracted does not imply the collection of the Guest. The Host may request any document from the Guest, in order to identify himself, as well as the proof of reservation and/or payment that he had made before the payment gateway; in case of not doing so, the service may not be provided, the foregoing to preserve the safety of the Guests. In the event that the Guest does not arrive or has decided not to make use of his reservation (No show) he will not have the right to claim any compensation or refund,

The Host may, but is not obliged, reschedule his reservation, subject to availability plus the due charge that may arise.

In case of losing any object, Host and "T4F" can, but is not obliged, to assist in locating said object, Host and "T4F" at no time will be responsible for the theft, loss or damage of objects or belongings of the Guests during the service, in case of finding it, the Host and "T4F" will protect it for up to a week, in case of losing objects, the Guest must only communicate with the Host with the understanding that it is not their obligation to promote their delivers more than at the point where it provides its Services or its own offices, never at "T4F" offices.

The Host cannot change, update, modify or suspend its Services, schedules or any aspect of it without justification and adequate remuneration agreed in the contract between the host and the platform, therefore, the Guest may receive information by email from of "T4F", and failing that, independently attend to the possible charges and/or payments that the Guest may have made.

3. RESERVATIONS

The rates shown on the Website and/or Platform www.tours4friends.com.mx, will be maintained only in the event that the Guest reserves and complies with the payment policies in these specified terms and conditions, otherwise the rates may vary. A reservation is considered complete, when: (i) the Guest has provided all the necessary information and (ii) has the confirmation number, which can prove the payment of the Services to provide the Services or "T4F" respond for the themselves.

During the reservation process, the Guest will send his bank details for validation of his bank details provided to the payment gateway, for which, he will move from the Website and/or Platform to a payment gateway sale, so that this in turn carry out the transaction and the amount paid and/or collected is sent to a mother account of said gateway, so that the cost of the Services is paid to the Host, therefore, the Guest acknowledges and accepts that " T4F" does not make any charge or charge, therefore, there is no type of commercial, commercial and/or consumer and Host relationship.

All reservations are subject to availability at the time of submitting a service request. Reservation requests will be sent, so that the Host can verify (subject to their itineraries already accepted on the "T4F" Website and/or Platform) the availability for the provision of the Services; Once this has happened, the Host will be the only one who can accept said reservation, for which, if positive, through the Website and / or Platform of "T4F", a message or email of the reservation confirmation will be sent to the Guest with a unique number that specifically covers such reservation, all of the above will happen in a maximum of 24 hours, in addition to the following:

There are direct reservations and reservations that do require authorization by the host

- Regarding the activities, excursions and guided tours, the dates and times found on the Website cannot be modified, since they have been previously established by the Hosts.
- The possibility of modifying only the date and time of an activity, excursion and guided tour only applies if the Guest has contracted a service. In this case, you must make the request via email (being able to select, when enabled, in the reservation email any of the buttons created for such purposes with the names of "modification" and "cancellation"), WhatsApp and/or in the web contact form that is available at www.tours4friends.com.mx ., in that order of request, not indistinctly; In addition to the above and in the case of cancellation or modification, what is stated in the cancellation policies section must be followed, the Guest must add the confirmation reservation number that was sent to him.
- In the event that the previous point is omitted, as well as not respecting the established deadlines, the guest will have the freedom to communicate directly with the Host to modify or cancel their reservation, excluding "T4F" from any responsibility for the results generated by said negotiation. However, "T4F" reserves the right at its discretion to intervene despite this, it does not generate any type of obligation, for being an intermediary and not having been called from the beginning.
- T4F's response, in any case, will depend on the applicable conditions of each Host.
Provided that the conditions of the activity, excursion and/or guided tour allow it, the details of their reservations may be modified by the Guests.
- The minimum notice time for each reservation varies, depending on the activity, excursion and/or guided tour that you wish to book. On the Website you can see this specific aspect in the tab of the activity itself. We inform the Guest that it is not possible to reserve an activity less in advance than that indicated on the corresponding date of the activity.

The description sheet of each service on the Website and/or Platform details the meeting point, the date, the time, the duration and all the necessary information to enjoy the reserved activity, excursion and/or guided tour. In addition, T4F will send a confirmation email to the Guest once the reservation is made, which will also include this information.

T4F, in the confirmation email, may provide the Guest with a reservation number or reservation voucher for the contracted activity, excursion and/or guided tour. In addition, T4F will inform the Guest about the receipt of an email from the Host with the receipt so that the Guest can present it prior to the start of the activity or once it has finished, according to the conditions established by the Host. In addition, all the information on the reserved service will be provided in the confirmation email.

Punctuality and presentation at the meeting point at the time and date indicated on your voucher are essential requirements for Guests, since all activities,



Excursions and guided tours are scheduled to start at a specific time and the start time cannot be changed.

The activities, excursions and guided tours published on the Website and/or Platform have a referential duration and may vary slightly due to the development of the service or factors external to the Host and/or T4F, such as weather, traffic, strikes, etc. .

In the case of that the Guests have any questions related to he reserved service once they arrive at the destination, and specifically about the meeting point of the activity, excursion or visit, they can contact the Host using the contact telephone number mentioned in the voucher delivered by T4F at the time of confirming the reservation.

T4F informs you that, prior to the start of the activity, the Host may require you to deliver the voucher that accredits the reservation of the same. Before the Host, T4F will not assume any responsibility if the Guest does not present said voucher.

4. PAYMENTS AND GOOD COLLECTION.

As expressed in the Reservations section, at the time of requesting a service and being in the process of filling in the data, only at the time of placing the supplied bank details, the payment gateway company will charge the total amount corresponding to your reservation, including taxes. , once that has happened, the status of your reservation will be shown as confirmed, and it will appear on your account statement with the legend: **Stripe*4friends.**

For the payment of your reservation, the payment gateway accepts Visa, Master Card and American Express Credit Cards.

If the Guest does not have any of these credit cards, they can send a request via email or WhatsApp to "TF4" for extraordinary payment options and that within them there may be a bank transfer.

The rates and/or costs published on the Website and/or Platform are quoted in various types of currencies, which are duly specified at the time. Rates in Mexican Pesos will be charged in Mexican Pesos. In the case of any other type of currency, the amount of the transaction will be converted into US Dollars at the exchange rate in effect on the date of the transaction.

"T4F" informs you that some banks and credit card issuing companies impose charges for international operations, which may vary from time to time, in addition to any tax required in accordance with applicable law. If you are making a reservation with a Host, outside of Mexico using a Mexican credit or debit card, your Bank may convert the amount to be paid to your local currency and charge you a conversion fee. In addition, the exchange rate used by the bank may be different from the one

rate displayed in our currency converter. This means that the amount entered on your credit card Statement may be in Mexican pesos and be a different amount than the amount shown on the billing summary page for a reservation made on the Website and/or Platform. The exchange rate and international transaction fee are determined solely by your bank on the day the transaction is processed.

When consulting your travel itinerary, you can also consult the billing section and request the generation of the corresponding billing, which will be issued by the Host, since it is and who will provide the reserved, contracted and supplied service, therefore, with the data Taxes provided on the Website and/or "T4F" Platform will be sent to the Host, so that the Host, in turn, issues the tax receipt, which will have a minimum term of ninety-six (96) hours for the issuance and same term for "T4F" to forward it to the Guest. (The host is the one who generates the invoice directly and the guest will have to request it through whatsapp or email with the host)

5. GENERAL CANCELLATION POLICIES

To cancel or modify a tour, activity, tasting, or experience, it must be done through a cancellation button that will appear in the reservation confirmation email.

Cancellations made 24 hours prior to the day of the tour have a 100% refund depending on the case of each host. Announcing the above, there will be cases in which the host requires more time to reimburse for early cancellations and these will be exposed in the Service item of each Host. The free cancellation time will be set in the host's product at all times.

Cancellations made within 24 hours prior to the tour, activity, tasting, "Service" experience have a 100% charge, so there will be no refund at all. In the cases in which a different time for refunds is displayed in the Host item, that will be the time for refunds.

In the event that the Host has exposed in his product that cancellations made within

The refund will be within 74 hours after the incident.

No Shows have no refund at all.

In the event that the previous point is omitted, as well as not respecting the established deadlines, the guest will have the freedom to communicate directly with the Host to modify or cancel their reservation, excluding "T4F" from any responsibility for the results generated by said negotiation. However, "T4F" reserves the right at its discretion to intervene despite this, it does not generate any type of obligation, for being an intermediary and not having been called from the beginning.

6. GENERAL RULES FOR USE OF THE PLATFORM, THE WEBSITE, SERVICES, OPINIONS AND COMMENTS.

The Services provided through the Website and/or Platform are directed exclusively to people over 18 years of age (of legal age according to the legislation of the United States of Mexico). The Guest represents, warrants and represents that she is of legal age to enter into a binding, fully valid and effective contract, and that all registration information she submits is accurate, truthful and up-to-date.

The Guest agrees that when using the Website and/or Platform and all its content, only in accordance with the provisions of the applicable laws and these Terms and Conditions, for the purpose of reserving Services.

Likewise, it is obliged to make appropriate use of the Services and/or contents of the Platform and/or the Website and not to use them to carry out illegal activities or activities that constitute a crime, that violate the rights of third parties and/or that infringe the regulation on intellectual and industrial property, or any other norms of the legal system that may be applicable.

1. Not cause hindrance, annoyance, inconvenience or damage to the goods used for the provision of the Services owned by the Hosts or third parties;
2. Not make unauthorized or fraudulent use of the Platform and/or Website;
3. Use the Platform and/or Website for illicit, illegal purposes or effects, contrary to what is established in these Terms and Conditions;
4. Cause damage to the Platform and/or Website or to the systems of its Hosts or third parties;
5. Cause or launch any program or script for the purpose of extracting, indexing, analyzing or otherwise mining data from any part of the Services or unduly overloading or blocking the operation and/or functionality of any aspect of the Services;
6. Attempt to gain unauthorized access to or damage any aspect of the Services or their related systems or networks;
7. Try to access, use and/or manipulate the data of "TF4";
8. Not introduce or disseminate content or propaganda of a racist, xenophobic or, in general, discriminatory, pornographic, apology for terrorism or that violates or may violate human rights;

9. Not introduce or disseminate data programs (viruses and/or harmful software) on the network that could cause damage to the computer systems of "TF4", its Hosts, third parties or, in general, any Guest on the Internet network;
10. Not disseminate, transmit or make available to third parties any type of information, element or content that violates fundamental rights and public liberties recognized constitutionally and in international treaties;
11. Not disseminate, transmit or make available to third parties any type of information, element or content that constitutes illegal or unfair advertising;
12. Do not transmit unauthorized or authorized advertising, publicity material, "junk mail or spam", "chain letters", "pyramid structures", or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively conceived for this purpose through an express communication of "TF4", duly and timely communicated on the Website;
13. Not introduce or disseminate any false, ambiguous or inaccurate information and content in a way that misleads the recipients of the information;
14. Not disseminate, transmit or make available to third parties any type of information, element or content that supposes a violation of the rights of intellectual and industrial property, patents, trademarks or copyright that correspond to "TF4" or to third parties;
15. Not disseminate, transmit or make available to third parties any type of information, element or content that supposes a violation of the secrecy of communications and the legislation on personal data and, in general, all legal regulations that regulate the protection and promotion of respect for the private life and privacy of individuals and their families;
16. Not showing up or going to provide the Services while drunk or under the influence of drugs, enervating or psychotropic drugs, in which case access to the Services may be denied, without any liability.
17. Do not introduce food or drinks of any kind in any service. (Only in cases that the host allows it)
18. In the case of transportation, do not listen to music or speak loudly, in such a way that it may disturb the other Guests.
19. Likewise, in the event that the Guest, in order to make use of the reserved, paid and/or contracted Services, must by his own means obtain the passports or migration documents required by the authorities of the United Mexican States, and of the countries of destination or transit, such as visas, health permits, and all those documents required by the Customs, Air, Maritime, Airport,

Federal, State, Municipal and others, that are necessary to carry out your trip, releasing the Host and / or "T4F" about any problem that may arise with said authorities.

The Guest agrees to take out and indemnify "TF4" against any possible claim, fine, penalty, sanction or compensation of any nature, derived from the Guest's breach of any of the aforementioned rules of use, reserving In addition, "TF4" reserves the right to request compensation for damages that correspond.

It is strictly prohibited to require the Host and/or its employees or third parties to breach any law or regulation, from the foregoing, the Host and/or its employees or third parties shall have the right to refuse said indications and/or terminate the service without any liability. .

7. GUEST PROVIDED CONTENT.

The Website and/or Platform provides the Guest with access to various content, information and data provided by "TF4" in relation to the Services (hereinafter, the "Content"). The Guest allows "TF4" to send, upload, publish or otherwise make available through the Services, content and text information, including comments and opinions regarding the Services and initiation of support requests. All Content provided by the Guest will remain the property of the Guest. Notwithstanding the foregoing, by providing Content to "TF4", the Guest grants a free, perpetual, irrevocable, transferable, royalty-free license, with the right to use, copy, modify, create derivative works, distribute, publicly display, publicly display or otherwise exploit in any way such Guest Content in all formats and distribution channels, without further notice or consent than as set forth herein. "TF4" may, at its sole discretion and at any time and for any reason, without prior notice to you, review, control or remove Guest Content, without being obligated to do so.

8. ALTERED INFORMATION, SECURITY AND PRIVACY.

In order to protect surveillance and security, as far as possible, anticipating the foreseeable, without being forced to do the impossible, contemplating fortuitous cases or force majeure, "T4F" will immediately contact Guests and/or Hosts, for the purpose of collate and validate the information provided by them, in order to verify the information posted on their Website and/or Platform, so that, in the event of performing a security validation and detecting inconsistencies or, failing that, be alerted by The payment gateway company will find it necessary to proceed with the cancellation(s) of the necessary reservation(s), this in order to avoid possible illegal acts to the extent of its capabilities and possibility.

From the foregoing, "T4F" may monitor and review the information provided by the Guest at the time of payment for the Services contracted with the Host, through the



ACP, therefore, the Guest authorizes "T4F" when it is considered high risk. It will be considered that a reservation is high risk, when the payment gateway system warns "T4F", that the data provided by "The GUEST" at the time of making the payment of his reservation are false or incorrect or the institution credit card issuer detects any discrepancy in the data entered by The Guest.

Regardless of what is indicated, for "T4F" it is also important to protect your privacy and comply with the Federal Law on Protection of Personal Data Held by Private Parties, applicable to the protection of data provided through this website www.tours4friends.com.mx, for which it uses various security techniques and procedures applicable in the industry, designed to protect them from unauthorized access by Guests inside and outside the company.

The Guest, authorizes and freely places, to request reservations and/or provision of Services, voluntarily pour personal information to establish it, such as: name, telephone number, email address and some credit card information, debit card or Services, as well as the name of the people who will use the Services, message to the host, among others.

In the event that the Guests have a Guest identification code and password or are provided with a confirmation code, they must provide them at the time it is required on the page, for which the Guest declares that they have read the Privacy Notice. Privacy of "T4F", the terms incorporated in it, and you agree that the terms of such policy are reasonable.

The Guest consents to their personal information being used by "T4F" and/or by its Hosts and distributors, third parties in accordance with the terms of the "T4F" Privacy Notice and for the purposes established in said notice. For more information about the treatment of their personal data, the Guest can enter the complete Privacy Notice at www.tours4friends.com.mx.

9. DIGITAL LINKS AND THEIR LINKS

The Website and/or Platform may contain links to other Websites and/or Platforms, which are provided solely for your convenience and benefit and not as an endorsement of the Website and/or Platform "T4F", such Websites and/or Platforms they are foreign to "T4F".

"TF4" and its Website and/or Platform reserve the right to deactivate any unauthorized link or frame, and does not assume any responsibility for the content of any other Internet Site linked or linked to this Place. Access to any Linked or Linked Site shall be at the Guest's sole risk.

This Website and/or Platform contains links to various social pages, including the Facebook pages with the Guest name: Tours 4Friends, and on the Instagram page with the Guest name @tours4friends, accounts managed by "T4F"; the guest



acknowledges that said pages are exclusively for informational use and social dissemination of "T4F", and "T4F" will not be responsible, including but not limited to, for the content, information, third-party publication, comments, photographs, videos, hashtag content (label), nor any other material outside the scope of the direct administration of "T4F", nor for the material that, shared on said social sites by the Guest or any third party and outside the administration of "T4F", may violate the rights industrial property or copyright. The Guest is responsible for the use that he may make of said sites, and The Guest releases "T4F" from any responsibility for any incorrect or malicious use that he may make of them, or for publications, information, comments,

"T4F" will not be responsible, nor does it assume any responsibility for any damage or virus that may infect your computer or any other property of the Guest due to the access, use or navigation that you make of this Website and / or Platform, or for the download of any material, data, text, image, video or audio from the Website and/or Platform. In no event shall "T4F" be liable for any injury, damage, loss, claim or any special, punitive, indirect, incidental, negligence or tortious damage resulting from (a) any use of this Website and/or o Platform or content found here; (b) any failure or delay (including, without limitation, the use of, or the inability to use any component of this Website and/or Platform for Reservation or Ticketing Services); or (c) the operation or non-operation of the HOST, including, but not limited to, non-operation resulting from bankruptcy, reorganization, declaration of insolvency, dissolution or liquidation.

10. LIMITATION OF LIABILITY.

The Services are provided "as is" and "as available". The Host and "TF4" waive all representations and guarantees, express, implicit or statutory, not expressly established in these Terms and Conditions. The Host and "TF4" do not make any representation or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services provided by third parties. The Host and "TF4" will not be responsible for the delay or lack of performance resulting from causes that go beyond the reasonable control of "TF4". The Guest agrees that all risk derived from his use of the Services and any service offered by the Hosts and/or third parties that depend on him will be solely his, to the maximum extent permitted by applicable law.

"TF4" does not guarantee continuous and uninterrupted access and use of the Website and/or Platform. The Services may eventually be unavailable due to technical difficulties or internet failures, or for any other circumstance beyond and not attributable to "TF4"; In such cases, an effort will be made to restore the Services as quickly as possible without thereby

some type of responsibility can be imputed to him. "TF4" will not be responsible for any error or omission contained in the Website and/or Platform.

In any case, the Guest is responsible for the availability of adequate tools to detect and disinfect harmful computer programs. "TF4" is not responsible for damages or losses of any kind produced to computer equipment or smartphones owned by the Guest due to failures or disconnections in telecommunications networks that cause the suspension, cancellation or interruption of the Website Services. and/or Platform during the provision of these. "TF4" is not responsible for any delay when using the Website and / or Platform and that results in an inadequate, bad or no reservation.

"TF4" will not be responsible for damages derived or related to any use of the Services, including but not limited to indirect, incidental, consequential damages, loss of data, personal injury or damage and / or loss of property of his patrimony by the Domain extinction Platform. In no case the total responsibility of "TF4" towards the Guest in relation to the Services.

In the event of an incident during the provision of the Services where the Guest is transported, he must have civil liability insurance with coverage of medical expenses. The person in charge will be at all times, the Driver and/or Host of the vehicle (land, air or nautical) that provides the Service to the Guests and/or the Owner of said vehicle (land, air or nautical); except in the event that the other vehicle(s) (land, air or nautical) involved in the automobile incident is(are) at fault, or that due to their negligence the the automobile Incident, therefore, in this case, the person responsible will be the driver and/or owner of the Vehicle(s) (land, air or nautical). To do this, you must follow the driver's instructions and wait for the medical unit. In case of not waiting for the medical unit, the Host of Transportation Services will not be responsible for the damages or injuries reported by said incident. Additionally, "TF4" reserves the right to provide a claims processor or insurer with any necessary information (including your contact information) if there are any claims, disputes or conflicts, which may include an accident, involving you and a third party (including the driver) and such information or data is necessary to resolve the complaint, dispute or dispute.

Regardless of all of the above, "T4F" will not be responsible, nor will it assume any responsibility for any damage or virus that may infect your computer or any other property of the Guest due to the access, use or navigation that you make of this Website and/or Platform. , or by downloading any material, data, text, image, video or audio from the Website and/or Platform. In no event shall "T4F" be liable for any injury, damage, loss, claim or any special, punitive, indirect, incidental, negligence or tortious damage resulting from (a) any use of this Website and/or o Platform or content found here; (b) any failure or delay (including, without limitation, the use of, or the inability to use, any component of this Site

Web and/or Platform for Reservation Services or ticketing); or (c) the operation or non-operation of the Host, including, but not limited to, non-operation resulting from bankruptcy, reorganization, declaration of insolvency, dissolution or liquidation.

Likewise, "TF4" will not be responsible for any breach of any of its obligations under these Terms and Conditions when it is derived and / or originates, without limitation due to:

1. Act of God or force majeure, in the understanding that the act of God or force majeure corresponds to those phenomena of nature or acts of persons, beyond the control of "TF4" and that occur without fault or negligence by part of this, that are insurmountable, or that foreseeably cannot be avoided, in such a way that they prevent "TF4" from carrying out its obligations under these Terms and Conditions.
2. Acts or provisions of any competent authority.
3. The lack, imprecision or deficiency of the information provided by the Guest.
4. The delay or lack of execution resulting from causes that go beyond the reasonable control of "TF4".
5. The veracity of the photographs displayed on its Website and/or Platform, under the understanding that they are provided to "T4F" for insertion by the Hosts of the Services and/or were legally downloaded from the internet.
6. The star category assigned to the tours is based on the interpretation of "T4F" and may differ from the categories reported elsewhere.
7. The descriptions of the activity Services are updated by "T4F" constantly, said descriptions of the travel Services are provided by the Hosts of the Services in this regard, the descriptions of activities must be guaranteed by them.
8. Any type of failure by the Guest to obtain the documentation required for their activity, stated but not limited to, passports, visas, certificates, etc.;
9. Any type of failure by the Guest to follow the instructions of the activity including, but not limited to, airport departure times, time and date of entry and exit at hotels, coupon redemption policies, etc.

The limitations and disclaimer in this section are not intended to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

11. OWNERSHIP OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Guest and Host acknowledge and accept that all intellectual and industrial property rights over the contents and/or any other elements inserted in the Website and/or Platform (including, without limitation, trademarks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, flowcharts, presentation, audio and video), belong to "TF4". The Services and all rights related to them are and will remain the property of "TF4". None of these Terms or your use of the Services transfer or grant you any right: (i) in or in connection with the Services, (ii) to use or mention in any way company names, logos, product names, and Services. (iii) remove any copyright notices, trademark or other proprietary notice of any part of the Services; (iv) reproduce, modify, prepare derivative works on the Services, distribute, license, lease, resell, transfer, publicly display, publicly perform, transmit, retransmit or otherwise exploit the Services, except as expressly permitted by "TF4"; (v) decompile, reverse engineer, or disassemble the Services, except as permitted by applicable law.

"TF4" may cancel the access of those Guests and Hosts who infringe any intellectual property right of third parties. "TF4" will eliminate the infringing materials in accordance with current intellectual and industrial property regulations if it becomes aware of such circumstance.

12. SANCTIONS.

Without prejudice to other measures, "TF4" may deny access and the ability to reserve or temporarily provide Services to Guests and/or initiate the actions it deems appropriate and/or suspend the provision of its Services, if : (a) any law is broken or breached, or any of the stipulations of the Terms and Conditions and other policies of "TF4"; (b) you breach your obligations as a Guest; (c) the identity of the Guest cannot be verified or any information provided by the Guest is erroneous or false; or, (d) at the discretion of "TF4" is incurred in malicious or fraudulent conduct or acts; (e) the fees due for any damage caused to the goods used for the provision of the Services owned by "TF4" or third parties are not covered.

13. FEE FOR REPAIR, DAMAGE OR CLEANING.

Any damage and/or harm (understood as such, including but not limited to, breaks, blows, scratches or any that affects, soils and/or alters any internal or external part of movable or immovable property that is used for the provision of the Services or that affects the integrity of the driver) that is caused by the Guest intentionally or negligently. It must be covered by the Guest, within 2 business days following the notification that "TF4" makes in writing to the email that the Guest designates for this purpose.

The Guest authorizes "TF4" to make any applicable discount in accordance with the previous paragraph, through the payment method indicated by the Guest in the respective Account. "TF4"

will send the corresponding proof of payment for the repair and also for the hours in which the vehicle (land, air or nautical) affected has been out of service.

14. INDEMNITY.

The Guest will indemnify and keep "TF4", its subsidiaries, controlled and/or controlling companies, shareholders, directors, representatives and employees, harmless, for any claim or demand from other Guests or third parties for their activities on the Website. and/or Platform, goods of all kinds for the provision of Services, for breach of the Terms and Conditions, of the other policies that are understood to be incorporated into this instrument, including reasonable attorneys' fees, which derive, without limitation but not limited to:

1. The use of the Services contracted through the Website and/or Platform;
2. Unlawful acts carried out during a Service;
3. The breach or violation of these Terms and Conditions; and
4. The affectation or violation of the rights of any third party.

15. NULLITY AND INEFFECTICACY OF THE CLAUSES.

If any clause included in the Terms and Conditions were declared totally or partially null or ineffective in any of the jurisdictions in which "TF4" has a presence, such nullity or ineffectiveness will only affect said provision or the part thereof that is null. or ineffective, subsisting the Terms and Conditions in everything else, considering such provision totally or partially not included or applicable in that jurisdiction.

16. PRIVACY OF INFORMATION.

Personal information is processed and stored on servers or magnetic media that maintain high standards of security and protection, both physical and technological. For more information about the privacy of Personal Data and cases in which personal information will be disclosed, you can consult the Privacy Notice available at www.tours4friends.com.mx/aviso-privacidad

17. MODIFICATIONS

"TF4" may, without prior notice to the Guests, modify the Terms and Conditions and/or suspend and/or change and/or terminate the Services, promptly notifying the Guests 5 days in advance by any means or through the Website and/or Platform. In the same way, "TF4", where appropriate, may make, at any time without prior notice, to the Guests any modification or update of its contents and

Services, as well as all the elements that make up the design and configuration of the Website and/or Platform and the corresponding conditions of access and use.

18. APPLICABLE LAW AND COMPETENT JURISDICTION.

These **Terms and Conditions** They will be governed and interpreted by the federal legislation in force in the United Mexican States, in particular with respect to data messages, contracting and electronic commerce. The parties agree to submit to the exclusive jurisdiction of the courts and tribunals of the State of Baja California Sur, for the interpretation, scope, compliance or controversy derived from this document or the relationship between them, expressly waiving any other jurisdiction, present or future. , that, due to their domiciles, the location of their assets or any other concept that may correspond to them.

19. ADMINISTRATIVE COMPETENCE FOR THE INTERPRETATION OF THE TERMS AND CONDITIONS.

The Federal Consumer Attorney's Office will be competent in administrative proceedings to resolve any dispute that may arise regarding the interpretation or compliance with these **Terms and Conditions**.

CONTACT US

Contact us at tours4friends@hotmail.com for any questions or comments.