

## Terms and Conditions

Nothing on this website is intended to constitute or should be construed as an offer, advertisement, inducement, or solicitation to encourage any person to buy or sell any timeshare interest, fractional ownership interest, vacation membership interest, or similar product or service of any sort. Nothing in this website is targeted to the residents of any particular state of the United States or of any other country or jurisdiction. The prices reflected herein are for short term rental of hotel accommodations by the general public. Availability is limited and provided on a first come, first served basis, provided that reservations may not be made more than 20 days in advance of the requested check-in date. The availability of hotel accommodations for rental at the posted rates is not contingent upon the reserving guest participating in a sales presentation or tour of any sort, and the failure of a guest to attend any sales presentation or tour will not result in a reduction in the level of services or an increase in the room rate otherwise available to the guest.

All short-term hotel rental accommodations offered on this website are provided in Mexico. Any person who books a hotel rental at any of the resorts depicted on the [www.vidanta.com](http://www.vidanta.com) website (individually and collectively, the “Resorts”) or otherwise makes use of the website (hereafter, a “Guest”) thereby agrees that the parties’ rights and obligations concerning such booking shall in all respects be determined according to Mexican law and that any dispute between Guest (as well as anyone staying in Guest’s accommodations at any of the Resorts) and any owner or operator of the Resorts or any affiliate thereof related in any way to such booking or any associated accommodations or services shall be resolved exclusively by binding arbitration in accordance with the dispute resolution procedure set forth herein. Prior to commencing arbitration, the parties may resort to conciliatory procedures before Mexico’s Consumer Protection Agency. If the parties cannot reach a resolution through a proceeding before Mexico’s Consumer Protection Agency or elect not to pursue such a proceeding, all disputes arising out of or relating in any way to the Contract 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. If such agreement is not made within 30 days of the Arbitration Demand, the General Council of the CAM shall designate the sole arbitrator. The place of arbitration shall be Guadalajara, Jalisco, Mexico. Any arbitration proceeding under this dispute resolution provision shall be conducted on an individual basis, and no arbitration proceeding shall be consolidated with any arbitration proceeding concerning any other Guest or customer of the Resorts. No arbitration hereunder shall be conducted on behalf of a class of claimants or any similar procedure involving assertion of claims by or on behalf of persons or entities other than the individual claimant. The arbitrator shall have jurisdiction to resolve any dispute concerning the arbitrability of any claim. The applicable law of the arbitration proceeding shall be the laws of Mexico, excluding their conflict of laws provisions. The courts of Guadalajara, Jalisco, Mexico shall have exclusive jurisdiction in any action to confirm, enforce, vacate, or nullify the decision of the arbitrator rendered in an arbitration conducted hereunder. The foregoing dispute resolution procedures shall be the exclusive means of pursuing any claims arising out of or relating in any way to this website or any resort accommodations booked

through this website. By pursuing a booking at the Resorts, the Guest waives any right to pursue any such claims arising out of or related in any way to this website or the Resorts in any other forum, jurisdiction, or venue that might otherwise be claimed by reason of any present or future domicile or for any other reason.

In the event any portion of the foregoing terms and conditions is determined to be invalid or unenforceable by an authority with jurisdiction to make such determination, such invalid or unenforceable portion shall be deemed excised herefrom, and the remainder of these terms and conditions shall be enforced as closely in accordance with the intent expressed in their original language as is permitted under applicable law.