

## FIRST.- PURPOSE

The purpose of this User's Guide is to establish the procedures and policies of the DISCOUNTS AND BENEFITS for the reservations, payment and use of the Goods and Services of the Mexico Destination Club Membership (the "Membership"), contracted by Members with "Access Number" (as such term is defined in the Mediation Agreement), and to protect and regulate Mediator's and Members' rights and obligations, regarding the Membership.

## SECOND.- GENERAL DESCRIPTION OF LODGING ESTABLISHMENTS PARTICIPATING IN THE MEMBERSHIP

The Lodging Establishments participating in the Mexico Destination Club Program referred to in Exhibit "A" of the Mediation Agreement, and which are listed on the webpage: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com), are hotels that have, in general terms, recreational areas, swimming pools, reception desk, bar, common areas, and administrative areas (hereinafter referred to as the "Participating Lodging Establishments").

The Participating Lodging Establishments of the Mexico Destination Club Program, as well as the different types of suites in the Participating Lodging Establishments, as they appear on the web page [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com) (hereinafter identified interchangeably as the "Room" or the "Rooms"), are described in the Operation Rules, enclosed with your membership agreement.

Members may use the DISCOUNTS AND BENEFITS at the Participating Lodging Establishments that are described on the web page: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com),

Mediator is not responsible for managing and operating the Participating Lodging Establishments; however, Mediator knows that the Participating Lodging Establishments are operated and managed professionally by the company Experiencias Xcaret Hoteles, S.A.P.I. de C.V.

## THIRD.- GENERAL DESCRIPTION OF THE MEMBERSHIP SERVICES, OTHER THAN LODGING SERVICES

The Commercial establishments participating in the Membership according to Exhibit "A", other than the Participating Lodging Establishments (hereinafter referred to as "Participating Commercial Establishments"), offer the services as they appear on the webpage that appear in [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com).

The Mediator is not responsible for managing and operating the Participating Commercial Establishments; however, the Mediator knows that the Participating Commercial Establishments are operated and managed in a professional manner by the companies that develop the activities of said Participating Commercial Establishments.

## FOURTH.- MEMBERS' RIGHTS

The Members are authorized to use the "Discounts and Benefits" (as such term is defined in the Mediation Agreement) with "Providers" (according to the Mediation Agreement) of the Participating Lodging Establishments, and the Participating Commercial Establishments, by using the Access Number; therefore, Members may make lodging reservations with Providers of the Participating Lodging Establishments for one or more Rooms of the Participating Lodging Establishments, subject to availability, as well reservations, subject to availability, for the provision of services with Participating Commercial Establishments, and other benefits that, if applicable, are contracted by Mediator with Providers, before being integrated to the Membership Goods and Services, to be offered to Members.

## FIFTH.- PROCEDURE FOR MAKING RESERVATIONS IN PARTICIPATING LODGING ESTABLISHMENTS

As long as Members fulfill all their obligations based on the Mediation Agreement, they may use their Discounts and Benefits. In order to make reservations at the Participating Lodging Establishments, such reservations must be made by using the reservation system operated by the Mediator, on behalf of the Providers, or if applicable, by whoever Mediator appoints, for such purpose, which shall be required that Members provide the Access Number that has been assigned to them, in the understanding that otherwise, they may not use the reservation system, and therefore, may not use the Discounts and Benefits, regarding the Participating Lodging Establishments.

- 5.1 The rights resulting from the Membership are not transferrable. The Membership rights may not be used in combination with other promotions. Members have the right to extend the benefits of their Membership: (i) to people other than the beneficiaries; and (ii) when Members want to use their benefits with the Exchange Company Providers (iii) when a previously confirmed reservation is modified, in the understanding that in these cases, payment of the "Reservation Fee" (as mentioned in the Informative Cover Page of the Contract) shall be necessary.

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- 5.2** When requesting the reservation of any services with any of the Providers, within those that the Members are entitled to, based on the contracted Membership, a credit card number shall be requested, to guarantee the reservation. The reservation process has a cost, whose current fee may be consulted on the webpage: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com).
- 5.3** Reservations, changes and cancellations with any of the Providers, may be made in accordance to the rules established by each Provider, which are published on the web page: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com).
- 5.4** Payments made for the provision of services, shall be made by the Members directly to Providers, or according to the instructions provided by the Mediator in writing.
- 5.5** For a list of available Providers visit: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com).
- 5.6** Reservations must be made according to the following:
- 5.6.1** Have your Members rights current according to the terms and conditions provided in the Mediation Agreement.
- 5.6.2** Based on the information provided by the Providers, make unlimited reservations, subject to availability, during the same dates, from two nights up to sixty nights, during the term established in the Mediation Agreement, to apply the contracted discount, but no more than 10 (ten) Rooms per reservation. Members or their beneficiaries of legal age, according to the Mediation Agreement, shall be the ones authorized to make such reservations.
- 5.6.3** Based on the information provided by Providers, make the reservation of the Room or Rooms with the Participating Lodging Establishment that corresponds with a minimum of 72 (seventy-two) hours before the date on which the Members intend to stay at any of the Participating Lodging Establishments, obtaining the confirmation of said reservation by e-mail, as long as there is availability, within 2 (two) calendar days after the date when the reservation was made. If the reservation is made 72 (seventy-two) hours in advance of the date when Members intend to stay at any of the Participating Lodging Establishments, an immediate answer shall be obtained, confirming or rejecting the reservation.
- 5.6.4** If any of the Participating Lodging Establishments has a discount for lodging services for the public (hereinafter identified as "Public Discount"), Members may request to add the Public Discount to the corresponding Discount and Benefit, based on the Mediation Agreement.
- 5.6.5** Based on the information provided by Providers, some rooms of the Participating Lodging Establishments, allow children under 5 (five) years old to stay at no cost, provided that they stay in the same room as their parents. Children between 6 (six) and up to 12 (twelve) years old, shall have to pay the established children rate, when they stay in the same room as their parents.
- 5.6.6** Reservations at the Participating Lodging Establishments shall always be subject to availability, because they shall be served on a first come first serve basis.
- 5.6.7** Reservations may be made by telephone, e-mail, or in person, at the places or through the channels indicated by Mediator. Such reservations may be made under the Members' names, their beneficiaries', or whoever they indicate, by the means selected by them, within those described in the aforementioned request.
- 5.6.8** In case that a reservation is confirmed, Mediator, or a third party appointed by Mediator, shall deliver to the Members, on behalf of the Participating Lodging Establishments, an electronic confirmation voucher, through any of the means stated in number 6.4 of this rule, which must be presented by Members at the reception desk of the Participating Lodging Establishment in question. Payment of the reservation and lodging service contracted shall be made by Members to the Participating Lodging Establishment. The Participating Lodging Establishment shall deliver the corresponding invoice to the Members at the time of their stay at the Participating Lodging Establishment.
- 5.6.9** If after having confirmed a reservation to the Members, prior to their arrival, there is no availability for a room at the Participating Lodging Establishment, the Participating Lodging Establishment in question shall offer the Member, to accommodate them at another establishment of similar category to the Participating Lodging Establishment, in order for the Members to receive the same lodging services contracted, so the Participating Lodging Establishment shall make no extra charges to the Members, because the expenses for such accommodations shall be made by said Participating Lodging Establishment.

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### SIXTH.- PROCEDURE TO USE DISCOUNTS FOR SERVICES AT THE PARTICIPATING COMMERCIAL ESTABLISHMENTS

Members that fulfill their obligations based on the Mediation Agreement, may use the Discounts and Benefits at the Participating Commercial Establishments, through the reservations system operated by Mediator, on behalf and by instructions of the Participating Commercial Establishments, or the person appointed by Mediator. For these purposes, the following procedure shall be followed:

- 6.1** Members shall provide their Access Number to the Mediator's Members' staff, with the purpose of verifying that Members are fulfilling their obligations, based on the Mediation Agreement.
- 6.2** Once it has been verified that Members are fulfilling their obligations based on the Mediation Agreement, Members shall contract the goods or services within the Memberships Goods and Services.
- 6.3** If any of the Membership Goods and Services have a discount for the general public (hereinafter identified as the "Public Discount"), Members may only use the Discount and Benefit according to the terms of the Mediation Agreement and, therefore, Members may not request adding the Public Discount to the Memberships Discounts and Benefits according to the Mediation Agreement.
- 6.4** The reservation of services at Participating Commercial Establishments may be made by telephone, e-mail, or in person, at the places or through the channels indicated by Mediator. Such reservation may be made in the name of the Members or whoever they appoint.
- 6.5** In case that a reservation is confirmed, Mediator, or the third party appointed by Mediator, shall deliver the Members, an electronic confirmation voucher, by any of the means stated in number 6.4 of this rule, which must be presented by Members at the Members' service area of the Participating Commercial Establishment in question. Payment of the reservation and services hired shall be made by Members to the Participating Commercial Establishment. The Participating Commercial Establishment shall deliver the corresponding invoice to the Members at the time when the confirmation voucher is delivered at the Participating Commercial Establishment.

### SEVENTH.- RIGHTS AND LIMITATIONS FOR STAYING IN ROOMS OF THE PARTICIPATING LODGING ESTABLISHMENTS

#### a) Individuals authorized to stay in Rooms.

The assigned Room may be used by the Members, their direct family and/or their guests ("User"), this situation shall be reviewed by the Participating Lodging Establishments, at the time of Check-in.

#### b) Registration at the Participating Lodging Establishment.

- Access to the Participating Lodging Establishment and the Rooms shall be limited to the Users under the name the reservation has been confirmed, and has been registered by the Provider, based on the information provided by Mediator.

If Members wish to lodge any other person than the Members themselves, to use and occupy the Rooms in their absence, they must make the reservation in the name of the persons who shall occupy the Room, according to the previous rule.

- Any person under which the name a reservation has been made, must sign a credit card voucher to the benefit of Provider at the time of check-in, with the purpose of guaranteeing payment of additional expenses, as well as possible damages caused to the Room or the facilities of the Participating Lodging Establishment.

The amount of the voucher referred to in the previous paragraph shall be equivalent to the amount established in each case by the Participating Lodging Establishment, at the time of checking-in.

At the moment when the person under which the name of the reservation has been made, vacates the Room, the Provider shall verify the additional expenses or damages that could have been incurred or caused, in order to deduct them from the voucher or deposit. In case that there are no additional expenses or damages, or that they are in an amount smaller than what has been established in the previous paragraph, Provider, in the assumption that there are no additional expenses or damages, shall return to the person in which name the reservation was made, the corresponding voucher, or in the assumption that there are additional expenses or damages, in a smaller amount, it shall fill-in the voucher with the corresponding amount.

The check-in and check-out times shall be established by the rules of the Participating Lodging Establishments in question.

## EIGHTH.- COLLECTIONS AND PAYMENTS

Payment of the reservation and lodging service hired shall be made by Members to the Participating Lodging Establishment, through the reservations system operated by Mediator, on behalf and per instructions of the Participating Lodging Establishments, or by the person appointed by Mediator. The Participating Lodging Establishment shall deliver the relevant invoice to the Members at the time when they stay at the Participating Lodging Establishment. The current reservation fee that is published on the webpage: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com), is charged for each reservation made: (i) to each person other than beneficiaries and members; and (ii) when Members wish to use their benefits with Providers that are exchange companies. Such Reservation Fee may be increased from time to time, without said increase being higher than the annual National Consumer Price Index, published by the Bank of Mexico in the Official Gazette of the Federation, for the annual period from January to December of each year.

Payment of the reservation and lodging service contracted shall be made by Members to the Participating Commercial Establishment, through the reservations system operated by Mediator, on behalf and per instructions of the Participating Commercial Establishments, or by the person appointed by Mediator. The Participating Commercial Establishment shall deliver the corresponding invoice to the Members at the time when the confirmation voucher is delivered at the Participating Commercial Establishment.

The Annual Renewal Fee shall be paid on the date of the anniversary of the "Activation Date" (as such term in quotation marks is defined in the Mediation Agreement), and it shall be paid to Mediator. Such Annual Renewal Fee may be increased from time to time, without such increase being higher than the annual National Consumer Price Index, published by the Bank of Mexico in the Official Gazette of the Federation, for the annual period from January to December of each year. If the Annual Renewal Fee is not paid, Members' beneficiaries shall not have any right to use the DISCOUNTS AND BENEFITS.

## NINTH.- EXCHANGE PROGRAMS

Mediator may have contracted services for exchange programs provided by third parties. In case such programs exist, Mediator shall inform Members in writing about such options, as well as about the conditions for their execution, through the webpage: [www.mexicodestinationclub.com](http://www.mexicodestinationclub.com).

The current procedure for the exchange of lodging periods with the company RCI, LLC, ("RCI"), is the following: Members must hire lodging services with one of the Participating Lodging Establishments for a minimum period of 7 (seven) nights, with the purpose of exchanging such 7 (seven)-night period for an equivalent period in one of the Lodging Establishments that are affiliated to the RCI exchange program, paying a management and deposit processing fee equivalent to the amount of \$250 USD (two hundred and fifty dollars, legal currency of the United States of America). This amount must be paid at the time of deposit at the reservations customers' service center. The terms and conditions, as well as the current fees for the services provided by RCI are posted on the web page: [www.rci.com](http://www.rci.com), and they shall be regulated by the documentation signed by Members with RCI.

The procedure for the use of the services of International Cruise & Gallery ("ICE"), is the following: Members, based on the number of "Saving Credits" that ICE has assigned to them, may use them as part of the payment for contracting or purchasing services and goods from the products and benefits that comprise the "Lifestyle Xperience Program". Members must hire lodging services with one of the Participating Lodging Establishments for a minimum period of 7 (seven) nights, with the purpose of receiving the benefits of the "Lifestyle Xperience Program", paying a deposit management and processing fee equivalent to the amount of \$250 USD (two hundred and fifty dollars, legal currency of the United States of America). This amount must be paid at the time of deposit at the reservations customers' service center. The terms and conditions of the services provided by ICE, are posted on the web page: [www.xperiences365.com.mx](http://www.xperiences365.com.mx), for MEMBERS who are residents of Mexico, and on the web page: [www.xperiences365.com](http://www.xperiences365.com), for MEMBERS residing outside of Mexico.

## TENTH.- INSURANCE POLICIES

Providers that are Participating Lodging Establishments shall contract and maintain current insurance policies for civil liability, insuring User's persons and their belongings against damages they may suffer during their stay in the Participating Lodging Establishment, in accordance with the corresponding legislation.