

TERMS AND CONDITIONS OF WEBSITE USE

These Terms and Conditions govern the access, navigation, and use of the website located at <https://usa-stage.azabache.travel/> ("Site"), outlining your rights and obligations regarding the content displayed, the logos and trademarks used, and the responsibilities arising from its use.

Using our Site, including but not limited to accessing, browsing, or utilizing the Site ("Access"), signifies your full and unconditional acceptance of these Terms and Conditions, which hold the same validity and enforceability as a written and signed contract.

AZABACHE USA, LLC, headquartered in the United States of America (hereinafter referred to as "AZABACHE"), is a legally established American company operating as a wholesale-retail travel agency, based in Texas, USA, with tax identification number 38-4230926. AZABACHE holds the license to use the "AZABACHE" trademark and the rights to operate this "Site."

AZABACHE provides intermediary services for the acquisition of destination tourism products and services globally to its clients (i.e., wholesale-retail travel agencies, OTAs/Tour Operators/Travel Distributors, and other B2B partners) for subsequent distribution to consumers. These services are subject to the established contractual terms, general conditions, commercial terms, applicable laws and regulations, and other relevant factors. AZABACHE operates exclusively within a Business to Business (B2B) model and does not sell products directly to end consumers.

AZABACHE operates internationally through various AZABACHE entities (hereinafter referred to as the "AZABACHE GROUP"), and the relevant details and information of each company are provided below:

Location	Business Entity	Information
México	TOUR OPERADOR AZABACHE, S. DE R.L. DE C.V.	Public Deed Number 2098 dated September 25, 2012, before the Notary Public Number Thirty-Two of the State of Yucatán, Mexico, Attorney Eric José Granja Ricalde.
	GRUPO AZATOUR, S.A. DE C.V.	Public Deed Number 259 dated September 3, 2020, before the Notary Public Number Eight of the State of Yucatán, Mexico, Attorney Luis Silveira Cuevas.
United States of America	AZABACHE USA, LLC	Certificate of Formation: Texas Domestic Limited Liability Company (LLC) with File Number: 804625911.
Colombia	GRUPO BARANZI, S.A.S.	Legal entity constituted on July 18, 2023, before Notary Esther Bonivento Johnson, Notary Public Number 23 of Bogotá, Colombia, with tax identification number 9017434665, registered in the Chamber of Commerce with No. 03007729 of Book IX.
Costa Rica	INVERSIONES MEXICAZA	Legal entity with Legal Identification Number 3-101-813-140.
Panamá	AZABACHE GROUP, S.A.	Constituted by Public Deed Number 3567 dated June 28, 2021, before Attorney Anayansy Jovane Cubilla, Third Notary Public of the Circuit of Panama.
Dominican Republic	AZABACHE TRAVEL RD, S.R.L.	Limited Liability Company constituted on February 19, 2024, with commercial registration number 783778.

AZABACHE will strive for compliance and adherence of the AZABACHE BUSINESS ENTITIES to the respective local laws and regulations that may be relevant to their relationship with B2B partners and end consumers, as applicable.

Support

For any inquiries, suggestions, complaints, or any other communications, you can contact AZABACHE centrally through the following contact link info@azabache.travel.

Ownership

All materials and content on this Site, including but not limited to software, logos, trademarks, graphics, texts, designs, data compilations, reports, photographs, images, maps, and other materials on this Site are the intellectual property of AZABACHE or its suppliers and are protected by international copyright laws. Users of the Site may not copy, reproduce, store, transmit, distribute, lend, modify, sell, create derivative works, or otherwise use the information without the express written consent of AZABACHE.

Access will only be interpreted as the granting of a non-exclusive right to use, within a strictly domestic context, and solely for the purpose of browsing the Site in accordance with these Terms and Conditions.

The products, services, domains, and company names mentioned herein may be trademarks of their respective owners.

The use of any robot, spider, other automatic devices, or manual processes to monitor the materials available through this Site is not permitted.

Terms and Conditions of Website Use:

AZABACHE offers website functions and other products and services when you visit or shop on the Site, use AZABACHE's products or services, use AZABACHE's mobile applications, or use software provided by AZABACHE in connection with the foregoing. AZABACHE provides AZABACHE Services under the following conditions:

1.- USE AND ACCESS.- By using this Site, including but not limited to accessing, browsing, or using the Site ("Access"), the User expressly and unconditionally accepts these TERMS AND CONDITIONS OF USE (hereinafter TERMS AND CONDITIONS). Before accessing any content or service, Users will be required to check a box indicating their acceptance of these Terms and Conditions. This explicit acceptance mechanism ensures that Users have read, understood, and agreed to all the terms and conditions set forth. Failure to accept these terms will prevent access to and use of the Site.

Users acknowledge that not all services and content are available in all geographic areas and that some may only be used upon registration or sign-up.

AZABACHE Clients

AZABACHE offers its services exclusively to intermediaries in the tourism sector, such as travel agencies and other tour operators (hereinafter, CLIENTS). Any other type of user, including Suppliers, Allies, Government Authorities, Corporate Clients, Marketing Service Clients, or others, will not acquire the status of Clients for the purposes of the services and products offered through the Site's platform, even if they are considered Users of the Site. These Users are subject, in addition to specific agreements made with AZABACHE, to these Terms and Conditions, Privacy Notices, and Contracts linked in the "Legal" tab.

Client Verification

To ensure that only authorized Clients use our services, AZABACHE will implement a verification process at the time of registration. This process will include, but not be limited to:

1. *Documentation Requirement:* Users must provide information and/or official documentation that certifies their status as tourism intermediaries, which may be any documentation AZABACHE deems pertinent and satisfactory. Such information and/or documentation may include operating licenses, commercial registrations, and any other relevant documentation, as well as their voluntary declaration under oath of truthfulness.
2. *Approval Process:* Once the documentation is received, AZABACHE will manually review and approve each request to ensure that applicants meet the established requirements.
3. *Restricted Access:* Only users who have passed the verification process will be able to access the areas of the Site intended for Clients.

AZABACHE reserves the right to reject any access request that does not meet the verification criteria or is deemed suspicious.

Restrictions for End Consumers

If the visitor is an End Consumer of tourism services and/or products, they must refrain from entering the Site and requesting or purchasing such services or products. Users acknowledge that AZABACHE cannot review every access to the Site, so it is the responsibility of each user to act truthfully and with due diligence. If an End Consumer uses the Site and consumes products and/or services intended exclusively for AZABACHE Clients, it will be considered a violation of these Terms and Conditions.

AZABACHE reserves the right to take necessary measures, including the suspension or termination of Site access and the cancellation of any transactions made by an End Consumer who has misrepresented themselves as a Client. Additionally, AZABACHE reserves the right to seek compensation for any damage or harm caused by such improper conduct.

2.- ACCESS AND USE OF THE WEBSITE.- Access to and use of the Site will be free for registered Travel Agencies and Clients, except for those services identified as non-free. The Travel Agency declares and is obliged to:

- Register and/or sign up by providing truthful and lawful information to access certain services and/or content on the Site. If the User provides false, inaccurate, or misleading information, access to the Website or certain services and content may be denied, without prejudice to any claims for damages that may arise.
- Utilize mechanisms for updating or correcting their personal information.
- Use their accounts, access keys, confidential numbers, and/or personal passwords diligently, personally, confidentially, and non-transferably. The User is responsible for these credentials, which will be used to identify and express their will on the Website.
- Respect Intellectual Property rights related to the services and content of the Website. In good faith, the User may, on one occasion and in a single copy, print, copy, or store only the commercial content of the Website on any material support for personal and private use. Commercial or profit-driven exploitation, as well as any form of exploitation, modification, transformation, alteration, or decompilation of the services and/or content of the Website, is prohibited.
- Use the services and/or content of the Website in accordance with their purpose, instructions, functions, and permitted options in a manner that does not violate the rules of use and coexistence on the Internet, the laws of the countries where AZABACHE is represented, good customs, generally accepted practices, human dignity, human rights, the principles of good faith, public order, the rights or interests of third parties, Users, AZABACHE and/or persons directly or indirectly related to it.
- Periodically review these Terms and Conditions to be aware of the conditions in effect at any given time, as subsequent use of the Website implies the User's consent to such changes. The User must comply at all times with the Website's terms of use and privacy, as set forth in these Terms and Conditions.

3.- ACCESS AND USE OF THE WEBSITE FOR ILLEGAL OR UNAUTHORIZED PURPOSES.- Access to or use of the Site for illegal or unauthorized purposes, with or without economic intent, is not permitted and the consequences of such use will be your sole responsibility. Specifically, and without limitation, it is prohibited to:

- Use the Site in any way that may cause damage, interruptions, inefficiencies, or defects in its operation or in third-party devices;
- Use the Site for the transmission, installation, or publication of any virus, Trojan horse, worm, logic bomb, malicious code, or other harmful programs or files;
- Use the Site to transmit material for advertising or promotional purposes, including spam, chain letters, or similar;
- Use the Site in a manner that constitutes an infringement of AZABACHE's rights or those of any third party;
- Use the Site to transmit or publish any defamatory, offensive, racist, vulgar, demeaning, pornographic, obscene, or threatening material, or any material that may annoy, harm, or simply affect any person;
- Use the Site to collect personal data from other users;
- Use the Site in an illegal manner, contrary to good faith, morals, and/or public order;
- Gain unauthorized access to any section of the Site, other systems or networks connected to the Site, any AZABACHE server, or the services offered through the Site by hacking, password mining, or any other illegitimate means;
- Perform any action that causes a disproportionate or unnecessary load on the Site's infrastructure or on AZABACHE's systems or networks, as well as on systems and networks connected to the Site.

Failure to comply with any of the aforementioned obligations may lead AZABACHE to take appropriate measures protected by law in the exercise of its rights or obligations.

AZABACHE has no obligation to monitor the Services. However, AZABACHE reserves the right to review materials submitted to a Service and to remove any material at its sole discretion. AZABACHE reserves the right to block your access to some or all of the Services at any time, without notice and for any reason.

AZABACHE does not control or endorse the content, messages, or information found in any Service and, therefore, AZABACHE specifically excludes all liability with respect to the Services and any actions resulting from the User's participation in any Service. Managers and moderators are not authorized spokespersons of AZABACHE, and their opinions do not necessarily reflect those of AZABACHE.

4.- DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.- This Site is provided by AZABACHE on an "AS IS" basis. The information on this Site is published in good faith, but AZABACHE cannot guarantee that it is

completely free of inaccuracies and typographical errors, and does not accept responsibility for any errors or omissions on this Site.

AZABACHE states that it is making its best efforts to take all necessary measures, within its capabilities and the state of the art, to ensure the proper functioning of the Site and to minimize system errors, both from a technical standpoint and in terms of the content published on the Site. Consequently, AZABACHE makes no representations or warranties of any kind, express or implied, regarding the operation of the Site and/or any content, data, materials, information, products, or services provided on this Site.

AZABACHE expressly disclaims any representation or warranty that this Site will be error-free, secure, or uninterrupted.

To the fullest extent permitted by applicable law, AZABACHE disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

In particular, and without limitation, AZABACHE does not warrant or will not be liable for:

- The continuity of the content on the Site;
- The absence of errors in such content;
- The absence of viruses, Trojan horses, worms, logic bombs, and/or other malicious or technologically harmful components on the Site or the server that supplies it, expressly excluding AZABACHE's liability for any damage caused by viruses that may infect the user's computer equipment or other property as a result of their access, use, or browsing on this Site or the download of any content, information, materials, data, text, images, video, or audio from this Site;
- The invulnerability of the Site and/or the impossibility of breaching the security measures adopted on the Site;
- The lack of usefulness or performance of the content on the Site;
- Site failures caused by any type of attack on its servers or those of third-party service providers of AZABACHE, as well as technical or security failures in the system of any of these providers that prevent the Site from functioning;
- Any technical failure of any kind that hinders, delays, or prevents the proper functioning of the Site;
- Any damage or harm caused to themselves or a third party by any person who violates the conditions, rules, and instructions set by AZABACHE on the Site or by breaching the security systems, including any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental, or consequential damages of any kind (including, without limitation, lost profits or lost savings) arising out of or in any way connected with any use of this Site.

The User agrees that AZABACHE may establish limits regarding the use, reproduction, and/or disclosure of any content and service on the Website, such as the maximum number of days a Service and/or Product will be available, among others.

5.- LINKS.- This Site may contain links to websites operated by persons or entities other than AZABACHE. These links are provided solely for the user's reference and convenience. AZABACHE does not endorse the content of these other sites. AZABACHE does not control such third-party websites and is not responsible for their content. These links do not indicate an association between AZABACHE and the owners or operators of any of these other sites.

Accordingly, AZABACHE will not be responsible for the accuracy, completeness, or updating of information published on the Site from external sources, nor for the information contained on other platforms linked from the Site.

6.- CANCELLATION AND ACCESS RESTRICTION.- AZABACHE reserves the right, at its sole discretion, to cancel or suspend access to any or all Sites, Content, or Services at any time, without notice, on its initiative or at the request of third parties to any User, for any reason, including without limitation Users who misuse the Site. AZABACHE may also cancel or suspend access to the Sites, Content, or Services for inactivity, as determined by AZABACHE at its sole discretion.

7.- CONFIDENTIALITY.- AZABACHE undertakes to maintain the confidentiality of the information received from the TRAVEL AGENCY that has such a character under applicable legal provisions. AZABACHE assumes no obligation to keep confidential any other personal information that the User voluntarily provides, including information provided to access the services of the Website, as well as information obtained by AZABACHE through the Cookies described in section 6 of this legal instrument.

AZABACHE does not sell, rent, or lease its User lists or databases to third parties. In these cases, your personal information (email, name, address, phone number) is not transferred to third parties.

AZABACHE may use the information it receives from the User in an automated and non-automated manner. From the moment the User accesses the Website or any of the services where they provide their data, the User expressly authorizes AZABACHE to: 1) Conduct surveys, analyses, and studies on personal data; 2) Use it to send information, advertising, or promotions to the User regarding services managed by AZABACHE, through electronic means or postal mail; 3) Use it to send notifications and notices to the User about AZABACHE services; 4) Manage administrative, informative, and commercial tasks; 5) Search for prospects and clients; 6) Provide, expand, and improve the Website services.

By simply providing personal data on the Website, the User authorizes AZABACHE to disclose relevant information to any competent authority, in case it is requested through proper legal channels.

8.- COOKIES.- The User accessing the Website agrees to receive cookies transmitted by AZABACHE's servers.

A cookie is a data file stored on the User's hard drive when they access the Website. Cookies may contain information such as the User ID provided or information to track the pages the user has visited. A Cookie cannot read data or information from the user's hard drive or read cookies created by other sites or pages.

9.- DURATION.- The provision of the services offered by the Website and the time the Website will be available on the Internet is indefinite. AZABACHE may terminate, suspend, or interrupt the provision of the Website services and hosting at any time without prior notice. Additionally, the User agrees that there is no association, partnership, employment relationship, subordination, agency, commission, or any similar relationship with AZABACHE by virtue of these Terms and Conditions.

11.- MODIFICATIONS.- AZABACHE reserves the right to make modifications to these Terms and Conditions, Privacy Notices, Conditions for the Provision of Intermediation Services, among others, at any time without prior notice, by posting a prominent notice on this Site at least thirty (30) days before any modification takes effect. Continued use of this Site after the posting of a prominent notice of any modification will be considered acceptance of the modified legal documents.

12.- APPLICABLE LAW AND JURISDICTION.- The applicable regulations will determine the governing laws and the jurisdiction responsible for the relationships between AZABACHE and the users. However, whenever such regulations provide for the possibility for the parties to submit to a specific jurisdiction, the current American legislation at the time of the conflict will apply to any litigated matter arising from or related to this Site. Furthermore, AZABACHE and the users, expressly waiving any other jurisdiction that may correspond to them, submit to the Courts and Tribunals of the State of Texas, United States of America.

Updated as of May 27, 2024