

TERMS AND CONDITIONS OF SERVICE

Rutopía Turismo Biocultural, S.A.P.I. de C.V. ("Rutopía"), a company duly incorporated under the laws of the United Mexican States, with tax identification number RFC RTB190503F13 and registered address at Avenida Francisco Sosa No. 29, Floor 2, Colonia del Carmen, Alcaldía Coyoacán, C.P. 04100, Mexico City, is the owner and operator of the platform known as "Rutopía," accessible at www.rutopia.com (the "Platform"), as well as of the associated digital channels, applications, and contact media.

These Terms and Conditions of Service (the "Terms") are intended to govern the legal relationships between Rutopía and the various persons who interact with it in the context of its activity as a tourism intermediary specializing in sustainable and biocultural tourism in Mexico. Such relationships include those that Rutopía establishes with: (i) travelers who contract travel services; (ii) digital or traditional sales channels through which Rutopía distributes its services; (iii) local operators and companies providing operational services that participate in the execution of trips; and (iv) accommodation establishments, restaurants, transportation providers, activity providers, and other tourism service providers.

Use of the Platform, the request or contracting of any service from Rutopía, or the commencement of any commercial relationship with Rutopía as a local operator, sales channel, or service provider, implies full, free, and unconditional acceptance of these Terms in the version in force at the time such relationship commences.

GENERAL DEFINITIONS

For the purposes of these Terms, the following terms shall have the meanings set forth below, whether used in the singular or plural:

"Sales Channel": A digital platform or traditional agency through which the Traveler's request is received and forwarded to Rutopía for the provision of services.

"Travel Contract": The agreement entered into between Rutopía and the Traveler documenting the conditions of the contracted Travel Package, incorporating these Terms as an integral part.

"Personal Data": Any information relating to an identified or identifiable natural person, including Sensitive Personal Data.

"Sensitive Personal Data": Data that may reveal racial or ethnic origin, current or future health status, genetic information, religious, philosophical, or moral beliefs, trade union membership, dietary preferences insofar as they reveal health conditions or religious beliefs, and other data that applicable legislation classifies as sensitive.

"PTD Directive": Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements, and its national transpositions in France

(Ordonnance n° 2017-1717) and Italy (D.Lgs. 62/2018).

"Itinerary": The document describing the services, dates, accommodation, activities, transportation, and other elements of the Travel Package agreed upon with the Traveler.

"Local Operator": A natural or legal person with whom Rutopía has a direct commercial relationship for the coordination and execution of services at the destination, whether under a formal contract or through acceptance of these Terms. The Local Operator may provide the services directly or subcontract Service Providers for their execution, and in all cases assumes primary responsibility for such services vis-à-vis the Traveler or Rutopía.

"Travel Package": A combination of at least two types of travel services (accommodation, transportation, guides, or other significant tourism services) sold by Rutopía at a global or combined price for a single trip or holiday.

"Platform": The website www.rutopia.com and other digital channels operated by Rutopía, including integrated messaging applications, tools, and trip management systems.

"Service Provider": An accommodation establishment, restaurant, carrier, tour guide, or other provider rendering a specific service within the Travel Package, whether contracted directly by Rutopía or by a Local Operator. When Rutopía contracts directly with a Service Provider without the intermediation of a Local Operator, such Service Provider shall also assume the obligations of the Local Operator with respect to its service.

"GDPR": Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation).

"Rutopía": Rutopía Turismo Biocultural, S.A.P.I. de C.V., in its capacity as tourism intermediary and organizer of Travel Packages.

"Travel Companion": Rutopía staff assigned to remote accompaniment and assistance for the Traveler before and during the trip, through digital means. Travel Companion assistance is provided exclusively remotely and does not imply physical presence at the destination.

"Traveler": Any natural person who contracts or wishes to contract a Travel Package with Rutopía, directly or through a Sales Channel, for tourism or leisure purposes.

TITLE I. Terms Applicable to the Traveler

I.1 Nature of Services and Rutopía's Role

Rutopía is a tourism intermediation and coordination company specializing in sustainable and biocultural tourism. Its activity consists of designing personalized itineraries, diligently selecting

the most suitable Local Operators and Service Providers for each trip, coordinating the logistical execution of the Travel Package, and providing continuous accompaniment to the Traveler before and during the trip through the Travel Companion team.

I.1.1 What Rutopía does. Rutopía provides the following services as a tourism intermediary and coordinator: (i) design and personalization of itineraries in accordance with the Traveler's requirements; (ii) diligent selection of Local Operators, Service Providers, accommodation establishments, and tour guides; (iii) management and coordination of reservations on behalf of the Traveler; (iv) administrative management of the Travel Contract and associated documents; (v) permanent accompaniment and assistance through the Travel Companion team; and (vi) management of incidents and complaints vis-à-vis Local Operators and Service Providers.

I.1.2 What Rutopía does not do. Rutopía is neither the owner nor the operator of the hotels, means of transport, restaurants, tour guide services, recreational activities, nor any other directly provided service included in the Travel Packages. Such services are performed independently by Local Operators and Service Providers, who act as independent contractors with their own teams, facilities, and personnel. Rutopía does not direct, supervise, or control in real time the operational activities of such providers, and its relationship with them is of a commercial and coordination nature.

I.1.3 Scope of Rutopía's obligations. Rutopía's obligation to the Traveler is that of a diligent intermediary: to act professionally in the selection and coordination of the providers who will execute the services of the Travel Package, and to actively manage any incident or breach that may arise. When a breach is attributable to a Local Operator or a Service Provider, Rutopía may exercise, on behalf of or in support of the Traveler, the actions available to refer responsibility or claims to the party concerned pursuant to the agreements in place with such providers.

I.1.4 Regulatory designation as organizer. Under Mexican law (Ley General de Turismo) and, where applicable, European law (PTD Directive 2015/2302), Rutopía is classified as an "organizer" of Travel Packages by reason of the combination and commercialization of travel services it carries out. This regulatory designation does not imply that Rutopía is the direct executor of the operational services of the Travel Package, nor that its liability extends beyond the services it actually provides as an intermediary and coordinator. In cases where applicable law imposes on the organizer minimum obligations toward the Traveler that cannot be contractually excluded, Rutopía shall comply with such obligations and, to the extent that the breach is attributable to a Local Operator or Service Provider, shall take action to refer liability or claims to the party concerned.

I.1.5 Rutopía's liability. In accordance with the intermediation and coordination model described in section I.1.1, Rutopía's liability to the Traveler covers: (i) the proper provision of the services that Rutopía performs itself — itinerary design, logistical coordination, reservation management, and remote accompaniment through Travel Companions; and (ii) compliance with the minimum obligations that applicable law imposes on the organizer of Travel Packages, including the diligent management of incidents. Services of direct execution — accommodation,

transportation, activities, catering, tour guides — are the primary responsibility of the Local Operators and Service Providers who perform them.

I.2 Pre-Contractual Information

Before the Travel Contract is entered into, Rutopía shall provide the Traveler, in a clear, comprehensible, and durable manner, with the following pre-contractual information:

- The main features of the Travel Package: destination(s), full itinerary, start and end dates, number of overnight stays, type and category of accommodation, included transportation services, included meals, scheduled visits and activities.
- The total price of the Travel Package, including all applicable taxes, fees, and Rutopía's service commissions, or failing that, the method of calculating the price when it cannot be determined in advance with precision.
- Payment conditions, including the amount of the initial deposit and the payment schedule.
- Modification and cancellation conditions, including applicable penalties.
- Rutopía's identification and contact details as organizer, including its registration number in the National Tourism Registry (Registro Nacional de Turismo, RNT), when available.
- Information on passports, visas, and health formalities required for the destination, to the extent available to Rutopía.
- The availability of optional insurance or the recommendation to obtain travel insurance.

Pre-contractual information forms an integral part of the Travel Contract and is binding on Rutopía in the terms in which it was communicated, subject to modifications expressly agreed between the parties prior to the conclusion of the contract.

I.3 Booking Process

I.3.1 Travel Request. To initiate the booking process, the Traveler or the corresponding Sales Channel must provide Rutopía with the following minimum information through any of the available channels (the Platform, email, digital messaging, or Sales Channel): name of the lead traveler, preferred contact method, tentative dates, desired region or destination, trip duration, number of travelers, approximate budget, country of residence, and required services (accommodation, transportation, activities). This information will be used by a Rutopía Travel Specialist to design a personalized itinerary.

I.3.2 Itinerary Proposal. Within two (2) business days of receiving the request, a Rutopía Travel Specialist will contact the Traveler to confirm the information provided and send an itinerary proposal. The itinerary will contain the travel dates, suggested accommodation services, activities, transportation, the total price of the Travel Package as a global figure with a clear statement of service inclusions and exclusions, payment and cancellation conditions, and the express inclusions and exclusions of the service.

Photographs and images included in the itinerary are for illustrative purposes only and do not

constitute an exact representation of the establishments or services to be provided.

I.3.3 Quote Validity. The quote included in the itinerary will be valid for twenty-four (24) hours from the time it is sent to the Traveler. If no booking is confirmed by payment of the initial deposit within that period, Rutopía does not guarantee the availability of services or the validity of the quoted prices, and may resubmit the booking for a new quote.

I.3.4 Confirmation and Binding Effect of the Contract. The Travel Contract will be perfected and legally binding on both parties at the moment Rutopía receives payment of the initial deposit set out in section I.4.1 of these Terms. From that moment, Rutopía will assume the commitment to coordinate and manage the Travel Package in accordance with the terms of the agreed itinerary.

I.4 Price and Payment Conditions

I.4.1 Composition of the Total Price. The "Total Price" of the Travel Package includes: (i) the cost of all services included in the itinerary; (ii) applicable taxes and fees; and (iii) Rutopía's service commission, which may include distribution platform commissions when the booking is made through a Sales Channel. The Total Price will be definitively determined in the confirmed itinerary. Rutopía's service commission is variable and depends on the level of personalization and complexity of the booking; no additional charges not disclosed to the Traveler before booking confirmation will be invoiced.

I.4.2 Currency of Payment. The Total Price will be denominated in the currency agreed with the Traveler at the time of quotation, which may be Mexican pesos (MXN), US dollars (USD), euros (EUR), or pounds sterling (GBP).

I.4.3 Payment Schedule. The following payment schedule is established as a baseline reference, which may be adjusted by mutual agreement with the Travel Specialist according to the needs of each booking:

1. Non-refundable initial deposit: minimum 30% of the Total Price upon confirming the booking.
2. The remaining balance will be paid according to the payment schedule agreed with the Travel Specialist, which may contemplate one or more partial payments, with the Total Price paid in full at least sixty (60) calendar days before the start of the trip.
3. For trips commencing within sixty (60) days of confirmation, the Total Price must be paid in full at the time of booking.

If the Traveler does not complete full payment by the scheduled dates, Rutopía may cancel the booking, applying the cancellation penalties set out in section I.6.2, without prejudice to retention of the initial deposit.

I.4.4 Payment Methods. The Traveler may make payments by: (i) domestic SPEI bank transfer; (ii) international SWIFT transfer; (iii) credit or debit card charge through the Platform's payment

engine; (iv) Apple Pay; or (v) SEPA transfer, for Travelers resident in the Euro Zone. Any charges or commissions that may apply from payment service providers are independent of the Total Price and are the Traveler's responsibility.

I.4.5 Price Modification. The price of the Travel Package may only be unilaterally modified by Rutopía in the following cases, and only if expressly provided for in the Travel Contract: (a) variation in the cost of fuel or other energy sources; (b) variation in taxes or tourism fees established by the competent authority; or (c) variation in exchange rates relevant to the Travel Package. In no case may the price be increased by more than eight percent (8%) of the original price without the Traveler having the right to terminate the contract early and obtain a full refund of all amounts paid. Any price increase must be notified to the Traveler at least twenty (20) calendar days before the start of the trip.

I.5 Itinerary Modifications

I.5.1 Modifications requested by the Traveler. The Traveler may request modifications to the confirmed itinerary, subject to availability, within a grace period of fifteen (15) calendar days from the date of payment of the initial deposit, without penalty. However, changes involving a higher-cost service or the addition of new services will incur the corresponding additional charges.

After the grace period, one (1) free modification per booking is permitted. Rutopía may, at its discretion, add a management fee of one hundred US dollars (USD 100) per request for administrative services. No modifications may be requested within the fifteen (15) calendar days prior to the trip start date.

I.5.2 Material modifications initiated by Rutopía. If, before the start of the trip, Rutopía is required to significantly modify any of the essential elements of the Travel Package (meaning the destination, the type or category of accommodation, the main transport, or an activity representing a substantial part of the trip), it will notify the Traveler without delay and at the latest twenty (20) calendar days before the start of the trip, indicating the nature of the change and its impact on the price, where applicable. The Traveler will have the right to: (a) accept the modification; (b) terminate the Travel Contract and receive a full refund of all amounts paid, without penalty; or (c) request from Rutopía an alternative Travel Package proposal of equivalent value, subject to availability and the express acceptance of both parties. The Traveler must communicate their decision to Rutopía within five (5) calendar days of the notification.

I.6 Cancellations and Termination of the Contract

I.6.1 Cancellation by the Traveler. The Traveler may cancel the Travel Package at any time before its commencement by written notice to their Travel Specialist or to viaja@rutopia.com. Cancellation will be subject to the following penalties on the Total Price:

1. More than 60 calendar days before the start date: penalty equal to the non-refundable initial

deposit (30%).

2. Between 31 and 60 calendar days before the start: penalty of 50% of the Total Price.
3. Between 16 and 30 calendar days before the start: penalty of 70% of the Total Price.
4. 15 or fewer calendar days before the start: penalty of 100% of the Total Price.

The above penalties apply to services contracted directly with Rutopía. Certain individual services (accommodation, specific activities) may be subject to the Service Provider's own cancellation policies, which will be communicated to the Traveler in the itinerary. Cancellation of an individual service does not affect the other services in the Travel Package, unless the cancelled service is an essential element making execution of the remainder unfeasible. Notwithstanding the foregoing, the Traveler may apply the retained amount as a credit toward the contracting of a new Travel Package with Rutopía, provided the new booking is confirmed within the calendar year following the start date of the cancelled trip. This credit is non-transferable, accrues no interest, and is not redeemable for cash.

I.6.2 Cancellation by Rutopía. Rutopía may cancel the Travel Package before its commencement in the following circumstances:

1. When the number of confirmed Travelers is below the minimum required for execution of the trip, where applicable, notifying the Traveler with the minimum notice period set out in the itinerary or in the PTD Directive for European travelers.
2. Due to force majeure or extraordinary and unavoidable circumstances at the destination that make execution of the trip impossible (natural disasters, declarations of health emergency, armed conflicts, or other analogous situations).
3. When, after booking confirmation, it is established that the Traveler omitted to disclose health conditions, allergies, or other relevant personal circumstances that, had they been known in time, would have prevented Rutopía from designing or confirming the Travel Package on the agreed terms, and that make safe provision of services unfeasible. In this case, Rutopía will refund the Traveler the amounts paid, deducting any non-recoverable costs already incurred.

In all cases, Rutopía will refund the Traveler the full amount of all payments made, without penalty. In scenario (i), the Traveler will not be entitled to additional compensation. In scenario (ii), no additional compensation will be payable as the circumstances are extraordinary.

I.6.3 Right of Withdrawal Without Penalty. The Traveler may terminate the Travel Contract without paying any penalty, with a full refund, in the following circumstances: (i) when Rutopía notifies a price increase exceeding 8% of the Total Price; (ii) when Rutopía notifies a material modification (meaning the main destination, accommodation of the agreed category or type, the main transport, or any activity representing a substantial part of the value or purpose of the trip as per the confirmed itinerary) to the Travel Package; or (iii) when extraordinary and unavoidable circumstances arise at the destination that significantly affect the execution of the Travel Package, including serious risks to health, safety, or the viability of the trip. The Traveler must exercise this right by written notice to Rutopía at viaja@rutopia.com, within the period indicated in the corresponding notification.

I.7 Rutopía's Liability to the Traveler

I.7.1 Scope of Liability. Rutopía, in its capacity as organizer of the Travel Package, undertakes to act with due diligence in the selection of Local Operators and Service Providers, as well as in the coordination of the services included in the confirmed itinerary.

In the event of a breach or deficiency in the execution of any services of the Travel Package that is directly attributable to Rutopía or to the Local Operators and Service Providers selected by it, Rutopía will manage the corrective or compensatory actions applicable, in accordance with sections I.7.2 and I.7.3 of these Terms.

Rutopía's liability does not extend to damages or breaches arising from: (i) force majeure or extraordinary and unavoidable circumstances; (ii) acts or omissions of the Traveler; or (iii) the conduct of third parties unrelated to the Travel Package that was not reasonably foreseeable or avoidable by Rutopía.

Rutopía holds Professional Liability insurance covering errors or omissions in the management of contracted tourism services. Such coverage does not encompass personal injuries or material damage suffered by the Traveler during the performance of activities. For the Traveler's safety and to cover any contingency that may arise from the activities performed, it is necessary and mandatory for each Traveler to obtain travel insurance that includes medical, accident, and cancellation coverage appropriate to the nature of the selected activities.

I.7.2 Limitation of Liability. Rutopía's liability to the Traveler is limited, except in cases of willful misconduct or gross negligence on the part of Rutopía, to the following situations:

1. Rutopía is not liable for damages caused by: (a) the Traveler; (b) a third party unrelated to the Travel Package whose conduct was not reasonably foreseeable or avoidable; or (c) force majeure or fortuitous events.
2. Rutopía shall not be liable for damages or losses resulting from false, incomplete, or inaccurate information provided by the Traveler during the booking process.
3. Injuries, illnesses, accidents, or other adverse events occurring during adventure or high-risk activities, where the Traveler was duly informed of the risks and signed the corresponding declaration of voluntary participation, do not create liability for Rutopía, without prejudice to the assistance obligations set out in section I.8.

The above limitations may not be invoked to the detriment of the minimum rights that applicable law grants the Traveler as a consumer, in particular those provided in the PTD Directive for Travelers resident in the European Union.

I.7.3 Claims Procedures. Any Traveler who identifies a breach or deficiency in the provision of services must notify it in writing (to their Travel Companion or to viaja@rutopia.com) as soon as possible, so that Rutopía may adopt corrective measures. Timely notification is a prerequisite for

Rutopía to remedy the breach and, where appropriate, agree on applicable compensation. Rutopía will acknowledge receipt of every claim and manage it within a maximum of fifteen (15) business days.

I.7.4 Primary Liability of Service Providers. The Traveler acknowledges and accepts that accommodation, transportation, tour guide, recreational, and other directly provided services included in the Travel Package are rendered by Local Operators and Service Providers acting as independent companies, and that these are, in the first instance, the entities directly responsible for the proper execution of such services. Accordingly:

(a) Third-party operated services. Rutopía shall not be liable for damages, injuries, losses, or prejudice suffered by the Traveler as a direct result of a breach, negligence, or poor performance by a Local Operator or Service Provider in providing their own services, except where such damages are a direct consequence of Rutopía's lack of diligence in selecting or coordinating the responsible provider.

(b) Active management of claims. Without prejudice to the above, Rutopía may actively manage, on behalf of the Traveler or in its own name, any justified claim against the Local Operator or Service Provider responsible for the breach, and shall inform the Traveler of the outcome within the maximum period set out in section I.7.3.

(c) Services contracted directly by the Traveler. Rutopía assumes no liability for tourism services that the Traveler contracts directly with other external operators or local providers during the trip, outside the confirmed itinerary and without Rutopía's involvement.

I.8 Traveler Assistance — Travel Companions

Rutopía will provide the Traveler with permanent remote assistance before and during the trip through the Travel Companion team. This assistance is provided exclusively through digital means and does not imply physical presence of the Travel Companion at the destination. This assistance includes:

- Pre-trip contact to share the final itinerary, booking confirmations, logistical information, and emergency contacts.
- A direct communication channel during the trip, continuously available through digital means, to address incidents, resolve emergencies, or manage unforeseen changes.
- Coordination with Service Providers and Local Operators to resolve incidents arising during the execution of the Travel Package.
- Assistance in accessing local emergency services, medical services, consulates, or other authorities, when circumstances require it.
- Management of requests for additional services beyond the Travel Package, provided they are submitted in writing and are subject to availability and Rutopía's express confirmation.

Travel Companion assistance does not exempt the Traveler from the obligation to obtain travel

insurance set out in section I.9.

I.9 Obligation to Obtain Travel Insurance

The Traveler is contractually obligated to hold valid travel insurance before the start of the Travel Package, covering at minimum: (i) medical assistance and hospitalization expenses at the destination; (ii) medical repatriation and repatriation of remains; (iii) cancellation or interruption of the trip due to circumstances beyond the Traveler's control; and (iv) emergency evacuation. For trips that include adventure or nature tourism activities, the insurance must expressly cover such activities.

Failure to obtain insurance or the insufficiency of contracted coverage is the exclusive responsibility of the Traveler. Rutopía is not obligated to verify compliance with this obligation before the start of the trip, nor does it assume any liability for damages, expenses, or losses suffered by the Traveler as a result of not holding the required insurance or having contracted one with insufficient coverage.

Rutopía may, at its sole discretion, provide the Traveler with information about available insurance products, without this implying the provision of insurance advisory services or constituting an obligation on its part.

For trips that include adventure or nature tourism activities (hiking, kayaking, caving, mountain biking, or others), the Traveler declares they are aware of and expressly accept the inherent risks of such activities, and acknowledges that obtaining insurance specifically covering adventure activities is mandatory and their exclusive responsibility.

I.10 Traveler's Obligations and Responsibilities

The Traveler undertakes to:

- Provide truthful, complete, and up-to-date information during the booking process, including passport details, food allergies, or health conditions relevant to trip planning.
- Verify and comply with the entry requirements for the destination, including passport validity, necessary visas, and health or immigration requirements established by the Mexican authorities and the Traveler's country of residence. Rutopía may provide guidance but assumes no responsibility for the adequacy of the Traveler's documents.
- Follow the instructions of the Travel Companion and guides during the trip, especially in adventure activities or environments with natural hazards.
- Behave respectfully toward local communities, cultural heritage, and the ecosystems visited, in keeping with the principles of respect for cultural heritage, local communities, and ecosystems that govern Rutopía's operations.
- Notify Rutopía in writing (at viaja@rutopia.com or through their Travel Companion) as soon as possible of any incident or dissatisfaction with services received, to enable real-time management.

- Be of legal age, or in the case of minor Travelers, be accompanied by their legal guardian who assumes parental responsibility during the trip and must execute the Travel Contract on behalf of the minor.

I.11 Additional Rights of Travelers Resident in the European Union

Rutopía acknowledges that Travelers with habitual residence in a Member State of the European Union ("European Travelers") may be protected by EU legislation, in particular by the PTD Directive and the GDPR, regardless of the law designated in section VII.1 of these Terms. Accordingly, Rutopía makes the following additional commitments for the benefit of European Travelers:

1. Rutopía complies with the pre-contractual and contractual information obligations set out in Articles 5 and 7 of the PTD Directive and its national transpositions.
2. The price of the Travel Package may not be increased by more than 8% without the Traveler's right to terminate the contract with a full refund, pursuant to Article 10 of the PTD Directive. This limit applies exclusively to price increases arising from changes in costs, taxes, or exchange rates, and not to additional charges agreed upon for the incorporation of new services into the Travel Package.
3. In the event of Rutopía's insolvency, amounts paid by the Traveler will be protected to the extent provided by the guarantee mechanisms held by Rutopía or by the Sales Channel, as informed in the Travel Contract.
4. The processing of European Travelers' Personal Data will be carried out in accordance with the GDPR, including the processing of sensitive data (dietary preferences) on the basis of explicit consent.
5. European Travelers have the right to submit claims to Rutopía under the terms of section I.7.3 and, where applicable, to the competent authorities in their country of residence, without prejudice to the agreed dispute forum in section VII.1.

TITLE II. Platform and Intellectual Property

II.1 Platform License. Rutopía grants the Traveler and other Platform users a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Platform for the exclusive purpose of requesting, contracting, and managing Travel Packages, under the terms of these Terms. This license is granted on an "as-is" basis and does not imply the transfer of any intellectual or industrial property right.

II.2 Intellectual Property. The Platform, its content, designs, source code, trademarks, logos, trade names, photographs, texts, and itineraries created by Rutopía are the property of Rutopía or its licensors, and are protected by Mexican and international intellectual and industrial property law. Users agree not to copy, reproduce, modify, distribute, or use any such elements without prior written authorization from Rutopía.

II.3 Proper Use of the Platform. Users agree to use the Platform in compliance with the law and

public order, refraining from: (i) unauthorized access to third-party systems or data; (ii) introducing malicious code or code that interferes with the Platform's operation; (iii) impersonating Rutopía representatives; (iv) collecting other users' data without authorization; or (v) any act that prejudices the reputation, interests, or operations of Rutopía or third parties.

II.4 Availability and Maintenance. Rutopía will endeavor to keep the Platform continuously available but does not guarantee uninterrupted operation. Rutopía may temporarily suspend access to the Platform for maintenance, updates, or unforeseen technical circumstances, without this creating liability for Rutopía, except where such suspension directly affects the execution of an already-confirmed Travel Package.

II.5 Cookies and Tracking Technologies. The Platform uses cookies and similar technologies for the purposes described in the Cookie Policy available at www.rutopia.com. Users may manage their cookie preferences in their browser settings or through the Platform's cookie management panel. Rejection of certain cookies may limit some Platform functionalities.

TITLE III. Processing of Personal Data

III.1 Data Controller. The data controller for Personal Data is Rutopía Turismo Biocultural, S.A.P.I. de C.V., with registered address at Avenida Francisco Sosa No. 29, Floor 2, Colonia del Carmen, Alcaldía Coyoacán, C.P. 04100, Mexico City. Contact email: viaja@rutopia.com.

III.2 Data Collected and Legal Bases. Rutopía collects and processes the following personal data from Travelers and other users:

- Identification data: full name, passport number and expiry date, country of issue, date of birth, nationality.
- Contact data: email address, phone number (including messaging platforms such as WhatsApp), home address.
- Booking data: travel dates, destination, contracted services, payment information (excluding card data), itinerary preferences.
- Potentially sensitive data: dietary preferences (including restrictions for health or religious reasons), health conditions relevant to trip planning. This data will be processed only with the Traveler's explicit consent, collected separately and in an informed manner, as set out in section VI.3.

Data processing is carried out on the following legal bases: (i) performance of the Travel Contract (data necessary for service provision); (ii) explicit consent (sensitive data and commercial communications); and (iii) compliance with legal obligations (tax and registration data).

III.3 Consent for Sensitive Data. Processing of dietary preferences and other data that may reveal the Traveler's health conditions or religious beliefs requires their explicit consent, which will be collected separately from general consent, before requesting such data. The Traveler

may withdraw their consent at any time by notifying Rutopía by email at viaja@rutopia.com, without this affecting the lawfulness of processing based on consent prior to withdrawal.

III.4 Purposes of Processing. Personal Data will be used to: (i) manage the booking and execute the Travel Package; (ii) communicate with the Traveler before, during, and after the trip; (iii) transmit the necessary data to Local Operators and Service Providers for execution of the itinerary; (iv) comply with legal and tax obligations; and (v) with the Traveler's consent, send commercial communications and Rutopía promotions.

III.5 Data Transfers. Rutopía may transfer the Traveler's Personal Data to: (i) Local Operators and Service Providers, to the extent strictly necessary for execution of the itinerary; (ii) the Sales Channel through which the booking was made; (iii) technology and communications service providers (including messaging platform providers), under contracts requiring them to ensure data protection; and (iv) competent authorities as required by law.

For European Travelers, international data transfers will be carried out using the mechanisms provided for in Article 46 of the GDPR (Standard Contractual Clauses or other mechanisms approved by the European Commission). Rutopía is committed to keeping such mechanisms up to date as applicable law evolves.

III.6 Rights of Data Subjects. ARCO Rights (Access, Rectification, Cancellation, and Opposition): Personal Data subjects may exercise these rights by submitting a written request to viaja@rutopia.com. Rutopía will respond within a maximum of twenty (20) business days.

Additional rights for European Travelers (GDPR): Additionally, European Travelers have the right to: (i) Access their data; (ii) Rectification of inaccurate data; (iii) Erasure ("right to be forgotten"); (iv) Restriction of processing; (v) Data portability; (vi) Objection to processing; and (vii) Not to be subject to automated decision-making with significant effects. These rights may also be exercised through viaja@rutopia.com.

III.7 Retention Period. Personal Data will be retained for the time necessary to fulfill the purposes for which they were collected and, in any case, for the periods required by applicable law. In general, booking and travel data will be retained for a period of five (5) years for civil liability and tax obligation purposes, and commercial communications data until the Traveler withdraws their consent. Data retained under a legal obligation will not be used for commercial communications once the Traveler has withdrawn their consent for that purpose.

III.8 Data Security. Rutopía implements adequate technical and organizational measures to protect Personal Data against unauthorized access, loss, alteration, or unauthorized disclosure, including data encryption in transit, access controls, and staff training. In the event of a security breach that may pose a risk to the rights and freedoms of data subjects, Rutopía will notify the competent authorities and, where appropriate, the affected Travelers, within the timeframes established by applicable law.

III.9 Applicable Legal Framework. Personal Data processing is governed by: (i) the Federal Law on Protection of Personal Data Held by Private Parties (Ley Federal de Protección de Datos Personales en Posesión de los Particulares, LFPDPPP) and its Regulations, for all data subjects; and (ii) Regulation (EU) 2016/679 (GDPR) for the processing of data of persons located in the European Union at the time of the service offer, by virtue of its extraterritorial application under Article 3(2) of the GDPR.

TITLE IV. General Provisions

IV.1 Governing Law and Jurisdiction. These Terms and all legal relationships arising from them are interpreted and governed, first, by the provisions of this instrument and, on matters not addressed herein, by the laws in force in the United Mexican States, subject to the jurisdiction of the competent courts of Mexico City, with both parties expressly waiving any other jurisdiction that may apply by reason of their present or future domicile or for any other reason.

IV.2 Amendment of Terms. Rutopía reserves the right to modify these Terms at any time by publishing the updated version on the Platform at least fifteen (15) calendar days before it takes effect. For Travel Contracts already perfected, the applicable version will be the one in force on the date of payment of the initial deposit, unless the modification is more favorable to the Traveler and the Traveler so requests.

IV.3 Severability. If any provision of these Terms is declared null, invalid, or unenforceable by a competent authority, such provision will be deemed severed from the remainder of the Terms, without affecting the validity and enforceability of the remaining provisions.

IV.4 Entire Agreement. These Terms, together with the confirmed Itinerary and the Travel Contract, constitute the entire agreement between Rutopía and the Traveler with respect to the contracted Travel Package, and supersede any prior communication, proposal, or agreement, whether verbal or written, on the same subject matter. In the event of a conflict between these Terms and the Itinerary or the Travel Contract, the more specific instrument shall prevail and, in case of doubt, the interpretation more favorable to the Traveler shall apply.

The Traveler who signs or accepts this document (hereinafter, the "Lead Traveler") acts on their own behalf and, where applicable, on behalf of all other travelers included in the booking identified in this instrument, holding for that purpose the express authorization of each of them. Consequently, the declarations, acceptances, and obligations contained herein are binding on all travelers in the booking. Rutopía may request, at any time, evidence of such authorization. Once the Lead Traveler has signed or accepted the documents governing their relationship with Rutopía, Rutopía will send each of the other travelers in the booking, to the email address provided for that purpose, a copy of the accepted documents, expressly stating that the Lead Traveler has acted in their name and on their behalf. Each recipient traveler will have a period of fifteen (15) calendar days, counted from receipt of that notice, to state, by written communication addressed to viaja@rutopia.com, their repudiation or non-acceptance of the documents sent. If that period elapses without Rutopía having received any such

communication, the traveler will be deemed to have given tacit consent to all the terms and conditions contained in the notified documents, in accordance with the provisions of artículo 1803 del Código Civil Federal, in relation to the artículos 89 a 114 del Código de Comercio de los Estados Unidos Mexicanos. Electronic notice sent to the email address provided by the Lead Traveler will have full legal validity and effect as a reliable means of communication, under the terms of the artículos 89 y 90 del Código de Comercio.

IV.5 Electronic Evidence. The parties acknowledge that electronic records, email or digital messaging communications, and payment confirmations made through the Platform or electronic payment means, have full evidentiary value pursuant to the Mexican Commercial Code (Código de Comercio) and other applicable legislation.

IV.6 Rutopía Contact Details

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