

Privacy Policy

Dear user, we ask that you carefully read the following Use and Privacy Terms and Conditions, as the simple use or access to the pages integrating the website <http://visitloscabos.travel/> (the "Website"), will be understood as acceptance and undertaking of the terms and conditions described herein.

In the event you do not agree to the Use and Privacy Terms and Conditions, please refrain from using the Website.

INTRODUCTION

This Privacy Policy ("Policy") applies to visitloscabos.travel (the "Website") any subdomain of visitloscabos.travel (the "Widget") and the Los Cabos App mobile application ("App") and the services Los Cabos Tourism Board ("Company" or "We") makes available through its Website and App ("Services") on behalf of one or more clients. This Privacy Policy describes how we collect, use, and disclose certain information. If you disagree with our policies and practices, do not use our Website or download our App. Your continued use of Website or the App constitutes your acceptance to this Policy. We may change this Policy from time to time. Your continued use of the Website or App after we make changes is deemed to be acceptance of those changes.

Our Service is not intended for children under 13 years of age. You must be 13 years or older before using our Service. If you are under 13 please stop using our Service immediately and do not submit any information to us.

1. USE AND RESTRICTIONS.

The use of the Website states full unreserved adhesion by the user as to these Use and Privacy Terms and Conditions. Through the Website, the user will access and/or use several services and content (hereinafter, the "Services and Content"), made available to the users by Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander, México, in its capacity as trustee for the Irrevocable Investment, Management and source of payment Trust for the Municipality of Los Cabos and/or Los Cabos Tourism Trust (hereinafter, "LOS CABOS"), and/or by third-party suppliers of Services and Content. LOS CABOS shall be entitled to deny, restrict or condition access to the Website, fully or partially, at its own discretion, and to modify the Services and Content on the Website, at any time and without need for prior notice. User acknowledges not all Services and Content will be available in all geographic areas and that some Services and Content may be used only after registration by the user and/or the payment of a commission, as expressly established on the "Specific Conditions" (as defined on item 12.)

LOS CABOS does not warrant the availability and continuity of the operation of the Website and its Services and Content, or the usefulness of the Website or Services and Content in connection with any specific activity. LOS CABOS shall not be liable for any damage or loss of any nature caused due to the lack of availability or continuity of the Website and/or Services and Content

INFORMATION WE COLLECT

- **User-Provided Information:** We may collect your name, email address, and other information you share when you sign up for the Service directly or log in through your

Facebook account. We may also collect interests you have selected, as well as places, events, or tours you have added to your plan.

- **Location Information:** We may use data transmitted from your mobile device to determine your location and use it for the purpose of marketing and analyzing customer information. This Information allows us to periodically determine your location.
- **Device Information:** We may collect certain information from your mobile device, which may include information about your device; information about your use of features, functions, or notifications on the device; and signal strength relating to WiFi or Bluetooth, and other technical data. We may collect this information even if you are not logged in to the Service.
 - **User ID:** An automatically generated unique identifier for users (authenticated or anonymous) on the Services.
 - **Plan ID:** An automatically generated unique identifier for any user (authenticated or anonymous) that adds any item to their plan in the Services.
 - **OneSignal Player ID:** An automatically generated unique identifier for any user that accepts push notifications on the Apps.
 - **Firebase Instance ID:** An automatically generated unique identifier for any user that accesses the Services through the Apps.
 - **Plot Projects User ID:** An automatically generated unique identifier for any user that accepts location and notification services on the Apps.
 - **IDFA:** An automatically generated unique identifier for any user that accesses the Services through the Apps.
- **Cookie Information:** We may place small files, known as “cookies” on the hard drive of your computer to save your preferences. You may disable browser cookies, but then you may be unable to access certain features of the Service.
- **Non-Identifying Information:** We may collect other non-identifying information.

We use information that we collect or that you provide, including any personal information to:

- **Register Your Account:** Your name, email, and other information you share are used to register your account and allow you to use our Service on the same device in the future as well as on other devices from which you access the Services.
- **Maintain Your Plan & Preferences:** Your interest selections and any places, events, and tours added to your plan are used to persist your plan on the same device in the future as well as on other devices from which you access the Services.
- **Enhance or Improve the Service:** Your account information and preference selections are stored and used to enhance your use of the Services and to understand how you use our Service.

- **Device Information:**
 - **User ID:** Your User ID is used to enable cross device use of the Services.
 - **Plan ID:** Your Plan ID is used to enable saving of unique plans for use on the same device or other devices from which you access the Services.
 - **OneSignal Player ID:** The OneSignal Player ID is a UUID (Unique Universal Identifier) that OneSignal creates per device per OneSignal App Id. The Player Id is generated based on the [Google Advertising ID](#) for Android and [identifierForVendor](#) for iOS. It is used for the delivery of notifications to App users of the Services who have accepted notifications on their device.
 - **Firebase Instance ID:** Google's Firebase Instance IDs are used to identify individual installations of the apps for the purpose of improving the Services through monitoring analytics, crashes, and Android Cloud Messaging.
 - **Plot Projects User ID:** The Plot Projects User IDs are dynamically generated unique identifies per installation of the app to connect the data generated by each device for the purpose of delivering location based notifications to improve the Services and provide notifications about nearby attractions of interest.
 - **IDFA:** The Identifier for Advertisers (IDFA) is a random device identifier assigned by Apple to a user's device. The IDFA is used to deliver customized advertising. The IDFA is used for tracking and identifying a user without revealing personal information.
- Send you emails and respond to inquiries.
- Provide user support.
- Carry out other purposes that are disclosed to you and to which you consent.

2. INTELLECTUAL PROPERTY.

The intellectual property rights as to the Services and Content and distinctive signs and domain name of the Website, as well as the rights to use and exploit thereof, including dissemination, publication, reproduction, distribution and transformation, are the exclusive property of LOS CABOS. The user acquires no intellectual property right by virtue of the use of the Website Services and Content and said use shall at no time be deemed as an authorization or license to use the Services and Content for purposes other than as established on these Use and Privacy Terms and Conditions.

3. THIRD-PARTY INTELLECTUAL PROPERTY.

User agrees the provisions set forth on item 2 above regarding the ownership of LOS CABOS rights are applicable to third-party rights regarding Services and Content of pages linked to the Website.

4. PERMITTED USE.

The use of the Services and Content on the Website is solely the user's responsibility, who in any case shall use these in accordance with the functions allowed on the Website and the uses authorized on the Use and Privacy Terms and Conditions, therefore the user undertakes to use them in a manner that does not infringe upon Internet use and coexistence, the laws of the Mexican United States and the legislation in force in the country where the user is located upon use, good morals, dignity of persons and third-party rights. The Website is for personal use by the user therefore the latter shall not market the Services and Content in any manner.

5. PROHIBITIONS.

User has no right to place hyperlinks on and to the Website or to place or use the Website Services and Content on its own or third-party pages or websites without prior written authorization from LOS CABOS. In addition, the user shall not have the right to limit or prevent any other user from using the Website.

6. QUALITY OF SERVICES AND CONTENT.

Neither LOS CABOS, nor its suppliers or commercial partners shall be liable for any damage or prejudice suffered by the user as a consequence of inaccuracies, typographic errors and changes or improvements made periodically to the Services and Content. Recommendations and advice obtained through the website are of general nature, therefore they shall not be taken into consideration in making personal decisions. For this purpose, a professional shall be consulted by the user for advice as to his/her specific needs.

7. LINKED THIRD PARTY GOODS AND SERVICES.

In connection with the Services and Content rendered by third parties within or through links to the Website (such as links, banners and buttons), LOS CABOS is limited exclusively, for user convenience, to: (i) inform the user as to these, and (ii) to provide a means for contacting the user with suppliers or vendors. The products and/or services marketed through the Website and/or on third party websites linked are supplied by merchants separate from LOS CABOS. LOS CABOS is not and shall not be deemed a supplier of goods and/or services offered on said websites and/or pages. The inclusion of said websites and/or links does not imply the approval, support, sponsor, recommendation or warranty by LOS CABOS, of the goods and services marketed therein or the content of said pages. There is no labor relation, association or partnership between LOS CABOS and said third parties. All advice, consultancy, statement, information and content on third-party pages linked or within the Website represent the opinions and judgment of said third party, consequently, LOS CABOS shall not be liable for any damage or prejudice suffered by the user as a consequence of these, including, in a descriptive and non-limiting manner, damages caused due to the loss of data or programs.

8. CONFIDENTIALITY.

LOS CABOS shall keep the information confidential which the user receives and that has such nature, in light of applicable legal provisions, in the Mexican United States. Furthermore, LOS CABOS shall not assume any obligation of keeping the confidentiality of any other information

provided by the user in order to have access to “the Portal” or to receive the benefits from the information included on “The Portal”, whether when registering on the Portal or at a different time, including said information that the user provides through bulletins, boards or on-line chats, as well as information that LOS CABOS obtains through the Cookies described under section 10.

DISCLOSURE OF THE INFORMATION We may disclose your personal information to our vendors and other third parties we use to support the Service and who have agreed to keep personal information confidential and to use the personal information only for the purposes for which we disclose it to them.

We may disclose your personal information to authorities if compelled to by a court order. We may disclose your personal information if we believe that you have violated a U.S. law or our Terms of Service or Privacy Policy or if we believe that a third party is at risk of bodily harm. We may also report you and release your information to third parties if we believe that it is proper to do so for legal reasons. You release us from any damages that may arise from or relate to the release of your information under the conditions listed in this paragraph.

We may also disclose personal information to a buyer or other successor in the event of a merger, divestiture, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding.

MODIFYING OR DELETING YOUR INFORMATION After creating an account, you may be able to edit information submitted through the Service by accessing your account. If you want your personal information to be removed from our database please contact us. We delete user information at regular intervals, but we cannot guarantee that your information has been or will be deleted immediately. Some information may still be stored in a web browser’s cache or in other devices.

9. USE OF THE CONFIDENTIAL INFORMATION.

Through the use of the Portal, the user authorizes LOS CABOS to use, publish, reproduce, disclose, publicly inform, and to transfer non-confidential information, pursuant to article 109 of the Federal Copyrights Act and article 76 bis, section I of the Federal Consumer Protection Act.

10. COOKIES.

The user that has Access to the Portal agrees to receive cookies that are displayed on the servers of LOS CABOS. "Cookie" means a data file that is stored on the hard drive of the user’s computer when the user has access to the Portal. Cookies may have information such as the identification provided by the user or information in order to track the pages that the user has visited. A Cookie cannot read data or hard drive information of the user, nor read Cookies created by other sites or web pages.

11. ACCESS CODE AND CONFIDENTIAL NUMBERS.

At all times, the user is the only person responsible of keeping the confidentiality of his/her account numbers, personal passwords, access codes and confidential numbers under which it has access to the Services and content of the Portal, and pages of third parties.

12. MODIFICATIONS.

LOS CABOS shall be entitled to modify at any time the Terms and conditions of the Use and Privacy. Therefore, the user must read carefully the Terms and conditions of Use and Privacy every time it intends to use the Portal. Certain Services and Content offered to users and/or through the Portal are subject to the particular conditions which substitute, complement and/or modify the Terms and Conditions of Use and Privacy (thereafter, the "Particular Conditions"). For such reason, the user must also read carefully the Particular Conditions before accessing any Services and Contents.

13. APPLICABLE LAWS AND JURISDICTION.

For the interpretation, compliance and execution of this Agreement, the parties agree to be under the applicable Federal laws of the Mexican United States and under the courts with jurisdiction at the city of Los Cabos, Baja California Sur, waiving in an express manner to any other forum or jurisdiction they may be entitled to due to their current or future addresses.

14. HANDLING PERSONAL INFORMATION.

Pursuant to the Federal Act on Transparency and Access to Government Public Information, we inform you that our privacy policy and in the handling of personal information, we make the following commitment: The data that we request on the contact form shall only be used in order to contact you in connection with your petition; the information entered on the contact form shall not be disclosed, distributed or marketed; in the event you wish to be removed from our database, you may request at any time that your information is removed by virtue of emailing www.visitloscabos.travel or at networks@visitloscabos.travel or a written document sent to Carretera Transpeninsular Km. 4.3 Fracción I lot 5, Plaza Providencia, Local 209 and 210, Colonia El Tezal, at the City of Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, Z.C. 23454.

Your petition may be included on the statistical reports that are prepared for monitoring the institutional progress and development of the Presidency of the Republic. However, said reports will only be for statistics and will not include information that may individually identify you; your personal information may be provided to third parties strictly pursuant to the provisions of article 22 Federal Act on Transparency and Access to Government Public Information; if you need more information please write to info@fiturca.com or a written document to the Administrative Offices at Carretera Transpeninsular Km. 4.3 Fracción I, lot 5, Plaza Providencia Local 209 and 210, Colonia El Tezal, at the City of Los Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, Z.C. 23454.

15. IMAGES AND AUDIOVISUAL BANK

The photographic material may be used as follows: On promotion campaigns of the attractions and tourism services of Los Cabos, as carried out by the Tourism Trust of Los Cabos, whether directly or through the agencies that are hired; and any natural or artificial person only on promotion projects and by the media that are requested for the articles, programs or projects on the editorial capacity for the promotion of attractions and tourism services of Los Cabos, exclusively.

Media interested in using the photographic material and audiovisual shall: provide a written request whereby they shall specify the photographic material that they want to use stating the control codes of said material previously provided by LOS CABOS, and clearly stating the use and

destination of the photographic material, and to refrain from an additional use of the material requested without the authorization from LOS CABOS, stating the period, circulation and distribution of printed material or its equivalent, in which they intend to use the photographic material; to attach a copy of such policies duly signed to the application; the photographic material may not be used for commercial purposes, but only for the purpose of promotion of the destination of Los Cabos, Baja California Sur.