

HOTEL REGULATIONS

HS
HOTSSON SMART
HOTELS & RESORTS
CENTRO MAX • MÉXICO

RULES OF PROCEDURE TO HS HOTSSON HOTEL SMART LEÓN

FIRST ARTICLE. Accommodation services supplied for the establishment and relations creating in accordance with the same one will be ruled by the merchandize law and additionally by the applicable civil law, all the official applicable Mexican norms, the General law of Tourism and its rules of procedure, applicable laws and regulations issuing from Mexican authorities to its respective area of expertise and other common uses and practices ruling the subject in this area, mandatory provisions known and agreed by the parties in accordance with the one's subjected to the jurisdiction of Mexican competent courts.

SECOND ARTICLE The guest and in his case his attendants have to register at the front desk in any formats which to this end has established the HOTEL HS HOTSSON SMART LEÓN has to provide a phone number or an email address for the purpose of being able to localize him in the case of any situation of whom get involved would occur. Barring any contracted group accommodation services with an anteriority of the arrival, the representative of the group will have to fill the formats of the register or hand in the guest lists with requested dates for the HOTEL HS HOTSSON SMART LEÓN
Moreover, the hotel is authorized to ask for an Identification of the guest and all the persons lodged in the establishment and print out a copy of it. The hotel would be in his right to refuse giving housing in the case of these requirements would not be fulfilled.

THIRD ARTICLE. In order to make a reservation, the guest has to check the availability through the website page WWW.HOTSSON.COM or by calling to the phone number 477-719-8010 and he will be informed within the next twenty-four hours or in the right instance. To get the confirmation of the reservation, it will be requested to do the payment of the first night of the stay with a credit card, for this purpose, any deposit or bank transfer are also authorized, either transferred through the internet or charged to his credit card. One or several bedrooms have to be booked under the last name of the guest who asks for the accommodation service or on the contrary the person who is designated.

FOURTH ARTICLE. Accommodation service will have to be warranted previously, as regards that during the registration every guest will have to determine a method of payment either in cash, bank credit card or debit without extra charges. If the guest does not pay on schedule, he will lose the right to use the bedroom without being refunded. In case of room service an extra charge will be applied.

FIFTH ARTICLE. Any reservation registered under the name of an underage person is forbidden.

SIXTH ARTICLE. The hotel shall be obliged to respect the reservations done by the guests, rightly confirmed and warranted before their arrival in the bedroom.

Every guest, both the individual as well as someone who belongs to a group will have to fill the registry form in person or for each bedroom, the same one he will receive during his arrival at the front desk of the hotel. In the formats of registry or in the reservations, it will be specified the number of nights requested by the guest.

The first night of the stay is considered as effective when the bedroom is occupied before 12:00 hours, previous hours to the nights of the contract of accommodation service. The date of expiration of the accommodation service is defined precisely, the expiration time of the hosting service is set at 13:00 hours each day

SEVENTH ARTICLE. It is taken for granted that on the moment to do the reservation as effective; the guest knows as expressly and tacitly in its entirety the present rules of procedure of the Hotel Hotsson and agrees as conform and in accordance with all the points listed previously.

The bedroom shall be made available to the guest at 3:00 PM the date of entry.

The guest will have to vacate his accommodation at 13:00 hours the latest during the departure day allowing him a tolerance of 60 minutes in the case he would leave the bedroom after the indicated hour. Accommodation service will be considered as extended for one night each time, and the same way still obliged the guest to pay all his corresponding accommodation service, with the independence of time remaining after the limit hour of check out to the cost posted in the facilities of the Hotel.

EIGHTH ARTICLE. In the case that the guest under personal reasons has to do his check in after 15:00 hours, his bedroom will remain available until 13:00 hours of the following day.

In the case the client would arrive after this time lag, his reservation will be canceled charging the first night. However, the previous night will be charged if the hotel would have. Notwithstanding the foregoing, if the hotel had previously committed to third parties the availability of the rooms occupied by the Guest, it may terminate the lodging service, forcing the guest to vacate the room. Each time guests leave the hotel; they must hand over the keys to reception.

NINTH ARTICLE. It is advised to check the inventory of the bedroom on the arrival of the guest and once again during his departure, this way if any missed or damaged items are reported before his check out, the cost of accommodation service will be based on the format of the registry.

TENTH ARTICLE. The guest considers as mandatory to pay the accommodation services and in addition all the consumptions done for him and his accompanying persons during his stay, the same ones that have to be paid at the arrival, when they will be requested by the hotel, Or the latest before the departure date, the rate for accommodation services will be based on the registry.

ELEVENTH ARTICLE. Services (water, electricity, gas) provided in the hotel have to be used in accordance with the norms in good faith without including the waste or unequal use and this way we can keep low rates more reachable and take care of the environment.

It is requested to the guests a moderate and rational utilization of the furniture in the bedroom, taking proper care of them. In the same way, every guest, on the moment to leave the bedroom, has to close the windows, entrance door, water taps and switch off the light.

TWELFTH ARTICLE. In the case of damaging installations and furniture of the hotel, the responsible has to pay for all damages done. This kind of payment has to be done immediately (in the case of groups, the responsible is the organizer and/or representative, and will be considerate as the one who has to pay the bill. Thefts and damages intentionally will be reported immediately to the relevant authorities. It is forbidden to do any acts that would cause damages and prejudices to the hotel and to the guests, or any behaviors that would be harmful to the social conviviality.

THIRTEENTH ARTICLE. The guest may be asked to give a warranty for his housing accommodation and other services and consumptions provided by the hotel materializing through the signing of a voucher of any credit card accepted by the hotel. The guest allows the hotel to charge on this credit card the necessary amounts to cover the payments of accommodation services and additional consumptions and services differentiated to the one of housing provided by the hotel during his stay. The agreement of charging all consumptions doing before the express check out or during the last moment or any other amount that end up to charge the guest is included according to his reservation, registry, services and consumptions that made these rules of procedure as well as taxes that accrue the amount of services without importing the received instructions concerning the way of payment.

FOURTEENTH ARTICLE. The miss of payment of the guest when it is requested when it is requested will cause the termination of the housing and additional contracted services, still obliging the guest and his attendants to opt out of the hotel. In the precise situation, without any prejudices in the right of the hotel to exercise other skills and without realizing the acts of payment, the hotel will be in his right to use public force to proceed of the expulsion of the guest out of the bedroom, and retain his luggage's as a way of warrantee in the terms of the previous articles 2669 of the civil code and the consecutive one of the federal entities.

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FIFTEENTH ARTICLE. When the guest moves for more than 24 hours away without leaving a previous notice to the administration of the hotel, it could cancel the contract of housing accommodation without any form of responsibility.

If the warranty of payment issued for the guest during his arrival does not cover the debit import to the hotel, in this present case, the hotel will proceed to collect and retain the belongings of the guest and his attendants. This process will be realized in correlation with the service of security. A photographic and documentary data of the assets of the guest and the conditions in which it has been encountered in his bedroom will be archived. If the guest moves for more than seventy-two hours away from the hotel without informing the administration, the hotel is allowed to cancel the contract of housing service and proceed to the retention of the luggage of the guest and his attendants. The hotel informs the guest that a miss of payment of the debts of the guest may be considered as a fiscal crime.

SIXTEENTH ARTICLE. Those hotels include some facilities with the following schedules such as the use of the swimming pool terrace from 8:00 AM until 8:00 PM and the gym room from 6:00 AM until 11:00 PM.

The guest will be able to consult the schedules of the different facilities in the indication signs of the hotel such as tennis court and complimentary equipment needed to perform the previous activities, business center, bars, and restaurants, consumption centers, displayed in the entrance of each faculty or at the reception of the hotel. The cost for the use of the tennis court facilities outside the established hours will be \$150. - MXN (one hundred and fifty) pesos.

SEVENTEENTH ARTICLE. The hotel has a parking lot available without any additional cost (except HS HOTSSON ACAPULCO). The hotel is not responsible for partial or total damages and thieves done to the car or any forgotten items inside the car.

EIGHTEENTH ARTICLE. The luggage's and assets that the guest and his attendants bring in the establishment are considered as property of the guest except if it is expressly indicated the contrary these specific assets will preemptively respond to all the debts caused by the guest and his attendants for housing, complement services and other consumptions.

As a consequence, the hotel will be allowed if it is decided to retain them as a way of guarantee and implement them in the terms of the applicable legislation.

NINETEENTH ARTICLE. Except previously established in the format of the registry, housing services contracted do not include calling, food and beverage services, laundry, transportation services, lounges and meeting rooms, spa service, etc.... Keep obliging the guest to pay the provided services or consumptions that it incurs. In this way, the hotel would be able to make available to the guest and his attendants additional services provided in the facilities of the hotel and that can be described in the folder, catalogs or menu of services or in the places where the same services will be proposed. To this end, the guest is obliged to bear the cost of the additional services and satisfy the requests, respecting the schedules, rules and conditions.

Unless the hotel declares in a writing note the contrary, the hotel will not be responsible for the services offered for a tierce person inside or outside of the facilities of the hotel contracted by the guest and his attendants such as babysitting service, taxis, medical, spa and dry cleaner service etc... Therefore, any non-compliance in the payment of the provided services, any accident done or any circumstances that would provoke any physical and moral damages or prejudices including the death of the users of these services are the entire responsibility of the provider of these services.

The guest remains warned and informed of such circumstances.

TWENTIETH ARTICLE. It remains strictly forbidden to the guest and his attendants:

a.The penal commission of crimes and offenses without notifying his category; even if it does not include a penal responsibility, the use of assets linked with crimes, that would serve as a tool, an item or a product that belongs to the facilities of the hotel, and the concealment of people who would be responsible of allegedly criminal acts or victims of crimes.

b.The insertion, use, consumption, delivery, supply and drug dealing, narcotics, smuggling and doping agents, psychotropic, intoxicants or similar substances even though it would be for personal consumption is automatically considered in the terms of the applicable law.

c.The insertion of alcoholic drinks, the delivery or the agreement to deliver alcoholic drinks to underage people without reporting the origin.

d.The insertion and carrying of weapons or explosives of any type, even though the carrying would be authorized in the terms of the applicable law.

e.The insertion of distinctive persons of the guest or his attendants having housing service in the facilities or in the bedrooms, except if it has been expressly allowed by the hotel, including musicians or service providers of the hotel.

f.Engaging in contrary acts to the administrative dispositions, using the facilities of the hotel to realize games of chance or forbidden activities, regulated by the law without obtaining all the requested authorizations to this purpose.

g.Realizing any acts that would disturb or discomfort the other guests and partners of the hotel, affecting the public order by making irritating and strident noises, disobey the security instructions of the hotel, to the rules of procedure or to the laws or current regulations.

h.The insertion of food and beverage acquired from outside of the hotel or moving them inside the facilities where its insertion is not allowed.

i.Inserting animals in the hotel, except as it is mentioned in the article nine, the insertion of inflammable substances in the hotel, the use of electronic devices that may cause a fire or any alterations to the ordinary flow of the electric tension of the hotel such as irons, curlers, and dryers.

j.The use of the equipment of the facilities of the hotel for a personal purpose. The use of the electric systems and the hydraulic, mechanic and electric devices of the hotel to a purpose not in accordance with its own nature and security measures. Damage or destroy the facilities, furniture or the equipment of the hotel.

k.Complete any acts that result in damage, moral damage or prejudices to the guests, the hotel and his partners and in general acts contrary to the decency and the social conviviality.

l.Smoking inside or outside a nonsmoking bedroom, restaurant, lobby and corridors. (In accordance with the article n°. 48 of the general law for tobacco control). Except in the area dedicated (the terrace). The guests who do not respect this disposition will be transmitted to the competent authority (COEPRIST) that will adopt the relevant penalty (about 1,000 to 4,000 times the current daily general minimum wage according to the article 48 of the general law for tobacco control). In addition, the hotel will proceed to an additional charge for the laundering and dry-cleaning of curtains, bedspreads, blankets, etc. for at least \$ 3,000.00.

m.According to the GENERAL LAW FOR TOBACCO CONTROL published on May 30, 2008 and last reformed on February 17, 2022, in Title One, Chapter I, Article 6; states the following: a 100 percent smoke-free space is that physical area with access to the public, any place of work, public transport or space of collective attendance, in which for reasons of public order and social interest, smoking, consuming or having lit any tobacco or nicotine product is prohibited. Third Title, Chapter III, Article 26 states that It is prohibited for any person to consume or have lit any tobacco or nicotine product in spaces that are 100% free of tobacco smoke and emissions. In case of non-compliance with the GENERAL LAW FOR TOBACCO CONTROL in 100% smoke-free areas, non-compliance with the precepts of this Law, its regulations and other provisions that emanate from it will be administratively sanctioned by the health authorities, without prejudice of the penalties that correspond when they constitute crimes, as established in Title Seven, of Sanctions

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Sole Chapter, Articles 45, 46, 47. I, II, III and Articles 49, 50, 51, 52, 53, 54, 55 HOTEL HS HOTSSON SMART LEÓN will charge your room directly for \$3,000.00 MXN plus taxes to clean and deodorize the affected space.

n. Cleaning or hanging clothes inside the bedrooms as well as on the rails of the balcony.

o. Parking his car in front of the main door (motor lobby) of the hotel for a lapse of time of fifteen minutes, will have to give the keys of the car to a concierge to move the vehicle. In the case they would not accept to give the keys of his car, they will have to park their car in the sub parking lot. Removing or displacing any items out of the bedrooms such as towels, bed linens, folders, chairs, lamps, etc. inside or outside of the facilities of the hotel.

Without any prejudices of other actions, the hotel can immediately terminate housing service when any of the indicated restrictions is transgressed, without than the guest is exempted of the total payment for accommodation service, initially contracted, having the right of being partly or proportionally paid back or any reduction of the price, remaining obliged to pay the physical and moral damages and prejudices that cause this operation.

TWENTY-FIRST ARTICLE. The hotel authorizes the access to its facilities to guests who are accompanied by assistance dogs, which must be on a leash at all times. The guest shall present on the moment of the check in the official current registry that certifies the authenticity of the status of the assistance dog.

TWENTY-SECOND ARTICLE. The guest cannot be accompanied or hosted in his/her room by different people from the ones that were registered at the moment of the check in. If it becomes necessary, he/she must previously notify the hotel about the change in the number of people who are going to be staying in the room. These dispositions include minors and, with no exception, the number of guests cannot be higher than the maximum capacity that the Hotel allows in each room. The hotel reserves the right not to permit accommodation or access to people to the rooms in the Hotel. The visitors of the guests cannot stay the night; neither can they enjoy the services that differ from the ones that were originally hired for as well as using the hotel as a place for mercantile transactions.

TWENTY-THIRD ARTICLE. The guest and his/her companions are obliged to follow the rules for the use of the facilities and spaces of the hotel as well as following security and prevention measures that the staff shall make them know, either in regular or catastrophic situations.

TWENTY-FOURTH ARTICLE. We invite and ask the guests to behave in such a way that other guests won't be offended or bothered as well as the staff of the Hotel. From 22:00 hrs, the volume in each room should be moderated. Please respect night silence in halls and stairs as well.

From 24:00 hrs, we ask the guests for absolute silence. Every kind of annoying situation shall be avoided for the rest of the guests of the hotel.

In case of violation of one or more of the conditions and/or prohibitions mentioned before, the Hotel has the right to terminate immediately the contract of accommodation. The customer is obliged to pay the total of the original dates of his/her reservation.

TWENTY-FIFTH ARTICLE. The hotel, as well as the guests, have the right to report to the authorities any event that is considered as illegal or that affects any of the parties considering people or properties as long as it occurs in the facilities of the hotel.

TWENTY-SIXTH ARTICLE. The guest and his/her companions are obliged to inform the Hotel of any contagious illness, accidents, deaths, infractions or felonies that occur in the hotel that are of their knowledge so the Hotel can solve these matters in the best way possible. If any guests get any illness, the front desk will call a doctor so the guest can get the proper medical attention, which will be paid by the guest. If this illness is contagious, the guest will be moved, on behalf of the guest, to the proper facility.

In addition, we would like the guest to know that there are certain areas of the Hotel and the rooms in which the floor can be slippery or can be uneven. For this reason, the hotel would like to ask the guest and his/her companions to take the correct precautions like wearing shoe wear at all times, avoid walking around in wet clothes, avoid running or pushing other people, make use of the carpets inside the rooms and restrooms and keep the windows closed.

TWENTY-SEVENTH ARTICLE. The guest agrees to return any object that belongs to the Hotel that was borrowed by him/her in the conditions it was originally given to him/her. If he/she returns it with any damage or, in any case, if he/she loses partially or completely said object, he/she will have to pay the cost of repair. This mentioned cost will be determined by the hotel.

TWENTY-EIGHT ARTICLE. The cleaning of the room will be done daily with no exception, in case that the guest needs some privacy the "Do not disturb" sign can be hung at the door and there will be no entering into the room by anyone of the staff. The amenities that the guest has the right to during his/her stay are not unlimited. If the guest needs any extra amenities, he/she can ask the front desk the cost of the item he/she requires. The cleaning of the rooms will be done in the morning schedule, between 9:00 to 15:00 hrs. The guests who have the "Do not disturb" sign during these hours should call the front desk to notify at what time they would like the cleaning to be done. The room will not be cleaned if the guest does not notify reception of the cleaning schedule they desire.

TWENTY-NINE ARTICLE. If housekeeping reports any bed sheet, towel, bed cover or any other item inside the room is stained with blood, ink, paint, shoe-ink, hair dye, etc. The hotel will charge the guest the cleaning or, if it is required, the total repair of said item, depending on the damage that was found.

THIRTIETH ARTICLE. The hotel has a civil liability insurance Seguro's Atlas S.A . with the policy number L00-2-49-30891 that covers any damage to a third-party in relation with its people to the NOM-07-TUR-2002 and other official norms that can be applied. This maximum liability amount covered by the insurance equals \$ USD 500,000.00 . This Constitutes an exclusionary of responsibility of the Hotel and said insurance to any damage or harm, including moral harm, that was caused by any malicious or intentional behavior, fault, and or negligence of the victim, such as being intoxicated with alcohol and/or under the influence of any illegal substances, performing risk acts or any act that can be harmful to the health of said person and any act performed against a third party as other guest or visitor of the hotel.

THIRTIETH FIRST ARTICLE. The hotel won't be responsible for any accident and/or event that the guest suffers inside the facilities such as falls, hits, bug stings, including others. Any cost that this incident may cause should be paid by the guest, exempting the hotel of any legal responsibility.

THIRTIETH SECOND ARTICLE. The hotel won't be responsible for any harm or damage, including moral damage, which may come from external services hired with a third party or that may happen outside the facilities of the hotel. Accidents which may have occur during extreme sports such as parachuting, rappel, mountain cycling, horseback riding, motorcycling, diving, Jet skiing, windsurfing, Banana riding, aquatic motorcycling, including others, without limiting to other activities that the guest and his/her companions may execute.

THIRTY THIRD ARTICLE. The guest will have in each room a safe box to his/her disposition for the safeguard of any valuable object if needed. The hotel won't be responsible for the loss of jewelry and any valuable objects that may be kept in the room by the guest and his/her companions, even though they were deposited inside the safe of every room or reception area which have no extra cost for its use.

THIRTIETH FOUR ARTICLE. The hotel won't authorize the access to any room that may be occupied by any other person that was not previously authorized by the guest. The hotel may as well deny visits to other people's rooms. People holding the representation of the hotel or the staff who are designated to service the hotel, guest services or maintenance of the facilities have free access to any room in the hotel.

THIRTIETH FIVE ARTICLE. The hotel may terminate the hosting service or any additional service hired, by any breach of this regulation or any other disposition that may apply without the guest being exempt from the total payment of the reservation that was originally made. This includes not having the right for a refund or any reduction of the total price; in addition, the guest is obliged to complete any payment due to any compensation of any damage or moral harm that may have been caused by him/her.

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THIRTIETH SIX ARTICLE. It constitutes that a "Reservation of a room" is an agreement of lodgment that is made when the hotel accepts and confirms in a written document any petition from the guest, and in exchange he/she fulfills the terms and conditions that were stipulated at the moment of the reservation. Is understood by "Contrary agreement" the necessary requirements for the reservation like an advanced deposit of the total of the stay with the anticipation and the conditions that are established by the hotel. In case that the deposit is made by a non-immediate media, said deposit will be made valid as soon as it is received and verified by the Hotel. The rooms will be reserved for the guest that asked for said reservation until the 18:00 hrs of the first day of the stay. After that period, the Hotel has the liberty to assign this room to other guests, unless the stay has a complete guarantee given by the guest and approved by the Hotel.

If by any outside cause to the Hotel, this may not be able to fulfill the guest's reservation, the Hotel may look for any other hotel of the same category to host the guest.

THIRTIETH SEVENTH ARTICLE. For groups attention, the organizer or the person responsible of said group has to contact the group management department and during this process a contract of provision of services will be attached, which specifies all the guaranties, rules, norms and politics that apply to groups and conventions inside the hotel for the realization of the formalities related with the stay of said group. The groups conformed by young people or students, younger than 18 years old; need to be accompanied by an adult which can be responsible just for 5 minors. The people responsible of the group must sleep in the hotel and prove the identifications of each one of the minors, as well as present the written permit signed by the parents or legal guardians.

The organizer or companion of the groups is the one who will respond before the law in case there is any damage in the property or the inventory that is inside the rooms. Unless there is a reservation of group schemes (which refers to a reservation of 5 or more rooms); shall be ruled by the previously agreed conditions by both parts; the guests that cancels his/her reservation has the right of a refund on his/her deposit as long as the notification of said reservation is made to the Hotel during the time period that was agreed at the moment of the reservation.

If the applicant who doesn't use his/her reservation on the reserved date or doesn't send the cancellation of the reservation on time will lose the right to receive reimbursement of the deposit or payment unless the hotel considers it due to a strong cause.

THIRTIETH EIGHT ARTICLE. This regulation has been made in accordance with Mexican official standards applicable by the current Federal law of Tourism and what was previewed in its regulation being its fulfillment mandatory for the Hotel and its guests.

THIRTIETH NINTH ARTICLE. It is strictly forbidden to fulfil and activity related to human trafficking, sexual exploitation and/or child and teenage labor inside the hotel. The people responsible for these activities will be reported immediately and sent to the authorities.

FORTIETH ARTICLE. Our establishment is committed to the National conduct for the protection of children and teenagers code in the Voyage and tourism sector. That's why any activity that may be a case of sexual or labor exploitation of children and teenagers will activate the execution of our action protocol and will respond to the current law.

Room regulation Format.

- 1.The rooms have to be given back at the checkout of the guest at 13:00 hours.
- 2.We highly recommend the use of safety in the room.
- 3.The hotel will not be made responsible for the loss of jewels, cameras, money or any other valuable objects in your room that are not inside the safety.
- 4.Please use the safety pins on the door at the entrance of your room and the terrace before resting.
- 5.It is forbidden for any visitor or any guest to spend the night or make excessive use of the room.
- 6.If you forgot any personal hygiene article, please ask for it at the front desk or by pressing 0 on your phone.
- 7.Food and beverage room service is available from 6:00 to 13:00 hours by dialing extension 0
- 8.We ask you to please be quiet after 22:00 hours.
- 9.Please don't hang your clothes or towels on the terrace of the room.
- 10.For your comfort, towels for the pool may be found on the front desk. The delivery schedule is from 8:00 am to 20:00 pm.
- 11.Don't take the towels out of your room.
- 12.The pools on the hotel are for the exclusive use of the guests. The schedule of use is from 8:00 am to 22:00 pm.
- 13.We ask you to dress appropriately when you take any meal in the restaurant Los Vitrales and when you walk in the halls or stairs.
- 14.Any kind of pet is forbidden inside the hotel.
- 15.Services provided by third parties: nannies, tour agencies, taxis, car rental, doctors, etc., are not the responsibility of the hotel.
- 16.For any comments, complains or suggestions we will truly appreciate if you can deliver them to the front desk or to our email: callcenter.cmx@hotssonsmart.com
- 17.Help us save the environment, turn off your lights and any other electronic devices when they are not in use. Close the water faucets before leaving the room.
- 18.This hotel is 100% smoke free, please avoid smoking in the rooms, halls, corridors or green areas of the establishment.
- 19.It is forbidden to execute any activity that may cause harm or damage to the hotel or the other guests or any conduct that goes against decorum or good social behavior.