

## TERMS AND CONDITIONS OF THE MAYAN TRAIN TRANSPORTATION TITLE.

These terms and conditions are for the provision of passenger rail transportation services operated by Tren Maya S.A. de C.V., which are in accordance with Article 42 of the Federal Consumer Protection Law (LFPC), which states that the supplier is obliged to provide the service in accordance with the terms and conditions offered, unless otherwise agreed or with the written consent of the consumer, as well as Article 60 of the Railroad Service Regulations.

Tren Maya may make changes and/or modifications to the Terms and Conditions. Such changes will be notified on the website and will become effective only after the express consent of the passenger who has purchased a ticket.<sup>1</sup>

In case of any controversy regarding these rules, the Railroad Transportation Regulatory Agency (ARTF) will be in charge of the corresponding matters.

### 1. VALID DOCUMENTS FOR ACCREDITATION OF THE PURCHASED FARE

In order to ensure safety and compliance with fare policies, all passengers must present valid official identification both at the time of ticket purchase and during the trip and upon entering the train boarding area. Valid documents are as follows:

- A. International Tariff:
  - a. A valid passport is required.
  - b. Other forms of identification will not be accepted for this fare.
- B. National or Local Tariff (applicable only for Mexicans): Proof of residence in Mexico is required by means of one of the following documents:
  - a. Professional license.
  - b. INE (Credencial para Votar del Instituto Nacional Electoral).

- c. National Passport.
  - d. National Institute for the Elderly (INAPAM) credential.
  - e. In case the ticket is for a child under 3 years of age, CURP and/or birth certificate must be presented.
  - f. Infants from 0 to 2 years old are transported free of charge, however, they must be accompanied by an adult in a 1:1 ratio and are not entitled to a seat, in case the child needs to use a seat, he/she must purchase a ticket.
  - g. Children from 3 to 13 years old, must identify themselves through the CURP or any of the legal documents mentioned above.
  - h. No other forms of identification will be accepted for this fare, except for those mentioned above.
- C. Special rate (Applicable only for domestic users, except for PRM users):
- a. Corresponds to senior citizens (INAPAM credential).
  - b. People with disabilities (PRM)
  - c. Students and teachers (Nationals), this fare is checked when boarding with a valid official credential, proof of current studies or ticket issued by the SEP.

The presentation of the required documents is an indispensable condition for the purchase of the ticket and the boarding process. Falsification or misuse of documents may result in the cancellation of the ticket and, if applicable, the corresponding legal actions.

## 2. TRAVELER'S INSURANCE

Passenger insurance is included in the ticket price and covers the following coverage from the moment you enter the station until you leave the destination station.

Any incident must be reported immediately to Tren Maya staff for proper claim, otherwise the traveler's insurance becomes invalid.

## 3. VALIDITY OF TICKETS

The ticket is the legal title of the contract between Tren Maya and the passenger. The use of the ticket represents the tacit acceptance of the Contract of Adhesion and the present Terms and Conditions, so it must be kept for any claim or clarification.

- The ticket is valid for a single use on a single trip, origin and destination.
- The passenger must verify that the ticket delivered contains the correct data during the purchase process, if there are modifications will be made at the time. In case of error, Tren Maya will not be responsible for refunds or cancellations once the passenger leaves the ticket office or accepts the terms and conditions in website payments.
- The ticket is personal and non-transferable.
- If the passenger presents a ticket with a name other than the one on the identification, he/she will not be allowed to board. Likewise, it may not be resold and/or altered, in case of any type of alteration or modification, it will lose its validity to travel.
- In order to board the train, it is necessary to carry the ticket either printed or in digital format by any technological means (tablet, cell phone, laptop, etc.) and if none of the above is available, the passenger may go to the ticket office at the station to reprint it by providing the information required by the ticket office staff.

Tren Maya reserves the right to provide the rail transportation service without implying the user's right to any claim, demand, payment or any other liability if any of the following events occur:

- A. If a ticket that does not correspond to the passenger is used.
- B. If an apocryphal, false or altered ticket is used.
- C. If a ticket subject to resale is used.

## 5. TICKET CHANGES AND CANCELLATIONS.

Transportation tickets for a specific date and time may be changed for other dates or times after the boarding date and time, depending on the commercial conditions of each product, except when such conditions expressly state that changes are not allowed.

- A. Refunds will not be accepted for unused tickets regardless of the reason or apparent cause.
- B. Deadline for changes: Changes may be made up to 48 hours prior to scheduled departure. After this deadline, no changes will be allowed.
- C. New ticket conditions: The passenger must cover the fare difference if the new ticket has a higher price than the original ticket. If the price is lower, the difference will not be refunded.
- D. In causes attributable to Tren Maya, it will refund 100% of the unused service.
- E. The passenger will have up to 30 days to claim reimbursement from original travel start date.
- F. When a service is cancelled due to force majeure (natural disasters, armed conflicts, strikes, stoppages, demonstrations, riots, government restrictions, pandemics, etc.) Tren Maya will not be obligated to compensate or indemnify passengers in accordance with applicable legislation.
- G. In the event that the passenger decides to terminate the trip before the destination station, he/she will not be entitled to reimbursement for the distance not traveled, nor to retake the train for the unused mileage.
- H. If passengers arrive late for the boarding process, their reservation will be cancelled and there will be no refund or change of train, being automatically cancelled.
  - a. Passengers with a regular ticket must be at the station at least 60 minutes before the departure of their train.
  - b. Passengers with long distance tickets must be at the station at least 90 minutes before the departure of their train.

## 6. LUGGAGE

- A. Passengers are responsible at all times for their luggage, in case of loss or damage due to a railroad accident, the traveler's insurance will cover the amount equivalent to 20 times the daily value of the Unidad de Medida y Actualización y Actualización (Mexican Measurement and Updating Unit).

B. All luggage is subject to random screening by the competent authorities of the station, always in the presence of the responsible passenger, both boarding and during the trip; if the passenger refuses to undergo such screening, he/she will not be allowed to travel or continue the trip. Any incident must be reported to the Supervisor on board or Station Manager at the time, so that they can determine the pertinent actions.

C. The passenger shall be entitled to transport at no additional cost one suitcase, under his/her custody and responsibility, with maximum dimensions of 66x42x26 cm. weighing up to 23 kg., one cabin suitcase 55 x 40 x 25 cm (10 kg.) and one personal item, provided he/she is able to take care of his/her luggage without assistance. 3

D. Will be considered as personal items for the above purposes: student backpack, briefcase, handbag, musical instruments (being transported in its case and with dimensions not exceeding 30x120x38 cm.), etc.. And will be placed in the luggage compartment for bulky luggage, located at the entrance of each car.

E. Luggage (suitcases, bags, packages, boxes or similar) that exceed the established weight and/or measurements will have an additional cost determined by the company.

## 7. COMPANION ANIMALS / PETS

The transport of animals will be allowed, considering the following pets as domestic or companion animals: dogs, cats, hamsters and rabbits.

These pets will travel as long as they comply with the following characteristics: up to 10 kg, traveling in their carrier of maximum dimensions 60x35x35 cm, without occupying a seat, at the passenger's feet or on top of the passenger. Only one pet per passenger is allowed. These pets will always be under the control of the person transporting them, at all stages of the trip. If other travelers object to traveling with animals or pets cause discomfort, the onboard staff will seek the most favorable alternative continue the journey elsewhere on the train.

All pets must be documented prior to boarding (60 minutes before) and for no reason may they move around the seats, walk without a leash in the aisles of the train and must have the following:

- A. You must sign the letter of responsibility (Form CR-CMZ-001).
- B. Carry the documentation issued by a veterinarian: current medical certificate and medical card, which must be shown at the time of boarding.
- C. Dogs must be in hygienic conditions and sick or nursing dogs are not accepted.
- D. Service animals must wear an identification tag and leash at all times, only one service animal per passenger is allowed.
- E. They should be calm, trained and non-aggressive animals, in case the dog is aggressive it should wear a muzzle.
- F. Animals are not allowed in the restaurant area, except for those considered service animals.
- G. In case of any incident, any damage caused by the pet to the train, facilities and passengers will be at the passenger's expense.
- H. Guide dogs and assistance animals are considered to be those that have been trained for accompanying, driving and assisting people with disabilities.
- I. Support animals are considered to be those that have been trained to help people with diabetic disorders, epileptic disorders and emotional problems. These animals may travel in contact with their owners, so that they can perform the work for which they have been trained.

## 8. BICYCLE TRANSPORT

Transportation with bicycles will be allowed under the following conditions:

- A. Only one bicycle per person is allowed, with a maximum of 6 bicycles per train, which must be distributed along the train, with a maximum of 2 bicycles per car.

- B. Bicycles must be carried in bags from the access control during the entire trip and until departure. The pedals must be removed and the handlebars turned 90 degrees.
- C. Bicycles must be placed in the spaces provided for this purpose, without invading the space dedicated to luggage, aisles or seating areas.
- D. If due to the occupancy of the train, it is not possible to transport a bicycle, you may choose to travel on another train. Tren Maya reserves the right to refuse admission, subject to space availability.

## 9. PROHIBITED ARTICLES

It is strictly forbidden to transport:

- A. Hazardous materials: such as gasoline, diesel, petroleum, thinner (or any solvent), any type of gas, paint, oils, accumulators, etc. As well as, any product that is flammable and/or considered a risk for the rest of the passengers.
- B. Firearms of any caliber.
- C. Sharps (razors, scissors, knives, machetes, etc.)
- D. Any other hazardous substances and bad or defective batteries.
- E. Prohibited or illegal substances. In case of detection of consumption or possession of narcotics or any chemical substance illegal or prohibited by federal authorities, it will be brought to the attention of the corresponding authorities, as well as the persons involved.

## 10. LOST OBJECTS

Tren Maya is not responsible for lost or forgotten items within our facilities.

If the user reports the loss or forgetfulness of an object and requests information or help to recover it in Tren Maya, the date and place of the loss and description of the object will be required in order to have as much information as possible. If it is found in the records of

Tren Maya, the owner will be able to recover it and claim its delivery justifying its ownership or legitimate possession and paying the corresponding expenses, if any, before delivery. Identification of its contents, purchase invoice, your INE/Passport, and in the case of electronic items (cell phone, tablet, computer, laptop, PC, turning on your device with password, etc.) will be required.

#### 11. TRAVEL CONDITIONS.

A. Tren Maya stations are 100% smoke and emission free. Smoking is strictly prohibited inside the Tren Maya facilities and inside the train cars, including electronic cigarettes or vapes.

B. In case any person is caught, he/she will be reported to the corresponding authorities.

C. Any inappropriate and/or abusive behavior or language to personnel at Tren Maya stations or on board the train, as well as damage to the facilities, will not be tolerated. In case any person is caught, he/she will be reported to the corresponding authorities.

D. It is not allowed to board the train with: Food and beverages, bottles with intoxicating content in sight, they may only be carried if they are closed, without violation of its seal, and must remain inside the luggage; only food for infants or people with any medical condition will allowed.

E. The sale on board of products that are not authorized or marketed directly by Tren Maya is strictly prohibited. Likewise, the preparation of food by passengers inside the train is not permitted, except for infants or persons with a medical condition.

F. Passengers may not move around the facilities without clothes or footwear, as well avoid any attitude or activity that affects the tranquility and rest of the rest of the passengers (shouting, noise with cell phones, disturbing sounds, etc.) in case of not adhering to the indications will be placed at the disposal of the National Guard personnel.

G. Tren Maya reserves the right to deny access to stations and train boarding<sup>5</sup> to:

✓ People in an evident state of drunkenness.

✓ Persons who are under the influence of drugs or narcotics, unless they have a medical prescription; the supervisors on board shall take the appropriate measures in order to prevent the use of drugs or narcotics.

In case of having people in such condition, in order to avoid risks or inconveniences to the rest of the passengers. These persons will be placed at the disposal of the corresponding authorities in the nearest terminal when so warranted in the judgment of the Supervisor on board and Station Manager.

✓ Unaccompanied children.

✓ Women in a state of pregnancy of seven months or more, in case of not being informed the company will not be responsible if there is any contingency and/or situation during the trip on the train related to the passenger's state of pregnancy.

✓ People who intend to travel alone and suffer from a disability that requires accompaniment, it is important to consider that our personnel is not able to assist you in the following activities: eating, assisting you inside the toilet, attending to your physiological needs in your seat, or providing you with medical services.

✓ Passengers with special medical conditions, in express case, must carry medical certificates, if they have a health problem that puts in reasonable doubt the conclusion of their trip with peace of mind, without the need for medical assistance.

✓ Passengers with terminal illness or eviction due to other causes. In addition to the medical certificate, the passenger must be accompanied.

✓ Passenger with infectious disease. Travel will not be permitted if the disease is transmissible in closed environments. If Tren Maya accepts to transport the passengers described above, shall be under the strict responsibility of the passenger and he/she shall take the necessary measures to protect his/her health during the journey.

1. Article 42 of the Federal Consumer Protection Law (LFPC).
2. Railway Service Regulations: Articles 176, 177 and 180.
3. Article 61 of the Railroad Service Regulations: "If the weight, size or nature of the baggage, or its packing or packaging makes it unsuitable for transportation, in accordance with the provisions issued by the Agency, if any, Tren Maya may refuse to transport it until such conditions are modified and in no case shall be responsible for those items that are not properly packed or packaged".

4. Article 63 of the Railway Service Regulations.
5. Article 450 section II of the Civil Code for the Federal District in Common Matters and for entire Republic in Federal Matters: "Those of legal age who due reversible or irreversible illness, or who, due to their particular state of disability, whether physical, sensory, intellectual, emotional, mental or several of them at the same time, are unable to govern themselves, bind themselves or manifest their will, by themselves or by some means that can replace it".
6. Article 64 of the RSF.
7. General Civil Protection Law published in the Official Gazette of the Federation on June 16, 2012, NOM-002-STPS-2010 and NOM-003-SEGOB-2011.

CONTRACT OF ADHESION FOR THE PASSENGER TRANSPORTATION SERVICE ENTERED INTO BY THE COMPANY TREN MAYA S.A DE C.V. (HEREINAFTER THE CARRIER) AND THE PERSON WHOSE DATA IS CONTAINED IN THE RESERVATION AND TICKET TO BOARD THE TRAIN (HEREINAFTER THE USER) IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES AND TOGETHER WITH THE RESERVATION AND TICKET.

DECLARATIONS :

A. TREN MAYA" declares that:

a. It is a majority state-owned company incorporated under Mexican law, under the name of Tren Maya, S.A. de C.V., in terms of articles 3 and 46 of the Organic Law of the Federal Public Administration, as stated in public deed No. 20 (twenty), volume number one special, dated June 3, 2022, granted before the faith of Claudia Gabriela Francóz Gárate, Notary Public one hundred and fifty-three of the State of , registered in the Public Registry of Commerce of the State of Quintana Roo, under the electronic mercantile folio N-2022048124 of July 7, 2022.

b. Its purpose is to provide railroad transportation services, complementary and commercial services related thereto, in terms of the concessions, assignments, permits, licenses and authorizations, if any, obtained from the Federal Government to carry out the construction, operation and exploitation of the "Tren Maya".

c. On May 5, 2023, the Ministry of Infrastructure, Communications and Transportation granted in its favor an assignment title to construct, operate and exploit the general road of

The Company is also responsible for the provision of public railroad transportation services for cargo and passengers, which includes the permits to provide the required auxiliary services.

- d. Its Federal Taxpayers Registry RFC) is: TMA220603D80.
- e. It is their willingness to provide the requested services

B. The USER" declares :

- a. All data and information stated in the reservation and ticket are true.
- b. It has sufficient powers to bind itself under the terms of this instrument.
- c. Your address and other contact information for notification purposes are those indicated in the reservation.
- d. It is his/her will to receive from TREN MAYA the services requested through the reservation, subjecting him/her to the present instrument and the terms and conditions, the scope and characteristics of which he/she declares to know and understand.
- e. Knows the current rates applicable to the services requested, as well as other diverse or additional services, and understands the content and scope of the Mexican legislation and regulations applicable to railroad transportation services, including, but not limited to, the Regulatory Law, the Railroad Law, the Railroad Regulations and the Code of Commerce, as well as all the provisions of this Agreement.

DEFINITIONS :

Commercial Code: Means the Commercial Code of the United Mexican States.

Agreement: Means this Agreement entered into between TREN MAYA and the User, which is available for reading and printing on TREN MAYA's web page at <https://www.trenmaya.gob.mx/>.

Railroad Equipment or Cars: Means the traction units used to provide the service.

Ley Reglamentaria: Means, the Regulatory Law of the Railroad Service.

Ley de Vías: Means the Law of General Communication Roads.

Point of Origin: Means the point or location of departure of the User in the Reservation Request, where the provision of the Services begins, whether on public roads, auxiliary roads or third party facilities.

Point of Destination: Means the final point or location designated by the User in the Reservation Request, at which the provision of the Services is concluded, whether on public roads, auxiliary roads, or third party facilities, at which time the User's responsibility for the Services ceases.

Railroad Regulations: Means the Railroad Service Regulations.

Reservation: Means the form previously established and authorized by TREN MAYA, by means of which, electronically or in person, the User requests the Services, binding the User in all its terms and conditions.

Route: Means the railroad tracks used for the provision of the Service from the Point of Origin to the Point of Destination.

SCT: Means the Secretariat of Communications and Transportation.

Service: Means the public passenger railroad transportation service provided by TREN MAYA pursuant to the provisions of the Regulatory Law, the Railroad Regulations, the Mexican Official Standards and other applicable provisions.

Miscellaneous Services: Means the services related to the Service provided by TREN MAYA under the terms of this Agreement, which may derive from a request by the User, or may be generated by virtue of the User's failure to provide the service, such as the following

A) FOOD IN CASE OF WAITING,

B) SUBSTITUTE TRANSPORTATION,

C) COMMUNICATION SERVICES TO THE POINT OF DESTINATION,

D) IF APPLICABLE, LODGING.

Carrier: Means the company that will provide the transportation service Tren Maya, s.a. de c.v.

Service Fee: Means the consideration to be paid by the User to TREN MAYA for the rendering of the Services.

User: Means the individual or legal entity that contracts the provision of the service.

## CLAUSULS:

FIRST - APPLICABLE PROVISIONS: Transportation under this contract is subject to the regulations and limitations regarding liability set forth in the Federal Consumer Protection Law and the Railroad Service Regulatory Law. Insofar as there is no contraposition to the foregoing, the Transportation and other services rendered by each Carrier are subject to:

(I) the provisions contained in this contract,

(II) the applicable tariffs and regulations.

(III) the conditions for Transportation defined by Tren Maya or the Carrier with which it has an agreement and other applicable regulations that form an integral part of this contract.

(IV) the legal provisions applicable to each case.

SECOND.- LIABILITY REGIME: The Carrier is subject to the liability regime established by the applicable international treaties, the General Communication Roads Law and the Federal Consumer Protection Law and the Railroad Service Regulatory Law, as well as in their respective regulations. The respective Fares and Rules of Application are part of this Ticket and are available electronically for consultation by the Passenger at the offices of the Carrier, at the travel agencies that act as its representatives and on the web page <https://www.trenmaya.gob.mx/>.

THIRD - TICKET CONDITIONS: The Ticket may be physical or electronic, in which the name of the Carrier may be abbreviated, provided that the full name and its abbreviation appear in the Fares, in the conditions of Carriage or in the applicable regulations or itineraries of the Carrier. The Carrier's domicile shall be the station of departure shown on the Ticket opposite the first abbreviation of the Carrier's name.

It is at the user's discretion to print the ticket that will give access to the platforms to board the train and it is sufficient to present it electronically.

All Tickets are personal and non-transferable, the user may not assign, transfer or transfer all or part of the rights and obligations under this contract under any title, unless the charge for change of name, if applicable to the Fare purchased, has been covered. The Carrier may require a valid official identification of the Passenger and cancel the Ticket if it is intended to be used by another person.

Any user who intends to travel on board the train must carry at the time of boarding an official identification that proves the ownership of the ticket, otherwise he/she will not be able to board the train, the following shall be understood as official identification:

- IMSS credential with photograph.
- FM3 with photograph (in the case of temporary or permanent resident cards, they only certify that you are in the country legally and are not considered for the application of the national or local rate).
- Letter of residence with photograph, letterhead and seal of the municipality. (must be accompanied by a copy of your INE or passport proving you are Mexican).
- Valid passport.
- Consular registration.
- Valid driver's license (does not apply for the local trifa discount, nor is it considered to prove Mexican nationality).
- Professional license.
- Letter of military service.
- Valid voter's credential.
- INSEN credential.
- Credential of senators and deputies.
- Certificate of presumption of Mexican nationality.
- Unique military identity card.
- In case the user does not have any of the above, the carrier will not be liable for the following cases: :
- Train loss.

- Additional expenses due to the loss of the train.
- No payment for not having boarded the train.
- The reimbursement of any additional services purchased with Tren Maya.

Additional services contracted and provided by third parties shall not be part of the Ticket.

The Fare for the Transportation object of this contract is subject to modification at any time and without prior notice in case the passenger requests any type of change to the initially contracted conditions. The Carrier may refuse to provide the service if the corresponding Fare has not been paid, as well as to modify the same until the purchase has been made.

The tickets purchased through <https://reservas.ventaboletoentrenmaya.com.mx/> will be valid, unless the amount that covers the purchase of this Ticket is properly charged, under the terms and conditions described herein.

**FOURTH - MINORS:** The adult user may transport an infant under three years of age without payment of Fare, including a stroller. A boarding pass will be issued to the infant associated with the adult's ticket, without the right to a seat, and the infant must travel in the adult's arms. To board the infant, the birth certificate and the ticket are required.

In the event that an adult travels with more than one infant, each additional infant will be charged the child fare corresponding to the route purchased. In this case, the infant will be entitled to a seat and the applicable baggage allowance.

**FIFTH - LUGGAGE:** the luggage allowed on board the TRAIN shall be one suitcase not exceeding 23 kg, with maximum dimensions of 66x42x26 cm and one cabin suitcase of 55 x 40 x 25 cm with a maximum weight of 10 kg and one personal item, provided that you are able to take care of your luggage without the need for assistance.

The following will be considered as personal items for the purpose of the above: student backpack, briefcase, handbag, musical instruments (being transported in its case and with dimensions not exceeding 30x120x38cm), etc. and in such case will be placed in the trunk for bulky luggage, located at the entrance of each car.

Mobility aids for passengers (crutches, canes, wheelchairs, prostheses, walkers or instruments inherent to their condition) may be carried at no additional charge.

For all of the above, the transportation of baggage on the train will be subject to the availability of space and safety in the train equipment.

All baggage must be identified with the passenger's personal information, including full name, address and telephone number.

Carrier is not responsible for any loss, partial or total damage to valuables, money, jewelry, electronic devices, photographic or video equipment, laptop computers, computer software, cellular equipment, vital medications, perishable or liquid items, business documents, deeds or research, artwork and valuable documents that have not been declared by the passenger at the time of baggage check-in. The carriage of fragile items in checked baggage is at the Passenger's own risk.

Carrier is not responsible for previously damaged or baggage, oversized, overweight or overfilled baggage, any damage resulting from or occasioned by random security inspections by national guard or any other authority, or for any minor damage to baggage on wheels, brackets, straps, retractable handles, locks, lost padlocks, external straps or manufacturing defects.

In case of loss of baggage due to causes attributable to the carrier, the traveler's insurance included in the ticket will apply, which will cover the amount equivalent to 20 times the daily value of the Unit of Measurement and Updating, established in articles 176, 177 and 180 of the RSF.

**SIXTH - USERS' OBLIGATIONS:** The Passenger must provide complete and truthful information and identification data at the time of purchase of the Ticket, present valid official identification, and must abide by the applicable safety and operating regulations.

USERS are obliged to be present at least 60 minutes before the train departure time in order to verify the tickets or to have the necessary time to board in case of revision.

Note: it is recommended to take into account the inclement weather and traffic in the area.

## SEVENTH - RATES

The Contracting Party is obliged to pay for the transportation services acquired through the reservation or purchase at any direct or indirect point of sale. The transportation rates offered are subject to the general conditions set forth in its regulations, such as:

- Limited capacity: Reservation classes and Fares are not necessarily available on all routes.
- Seasonality: Price levels and conditions may vary depending on the destinations and dates selected.
- Penalties and payment of fare difference: They may apply for cancellation, refund, for changes, issuance or revalidation of the Ticket, based on the rule of the purchased Fare.

The rates shall consist of the following:

Economy class:

National tourist: persons born in Mexico or naturalized citizens who can prove their Mexican nationality by means of their INE or Mexican passport. Permanent or temporary resident cards are not considered as proof of nationality.

Local Tourist: Mexican nationals residing in any of the five states through which the Mayan Train operates (Chiapas, Tabasco, Campeche, Yucatan and Quintana Roo) and who can prove by means of their INE that they reside in any of the aforementioned states.

International tourist: any foreign person not born in Mexico who does not have Mexican nationality and cannot prove his/her Mexican nationality by means of an INE or PASSPORT.

Special tourist: for people who have a disability and can prove it by means of an official document or is clearly visible, as well as for people who have their INAPAM card, valid student or teacher's credential, as appropriate for the entrance of the station.

Premier class:

Premier national: persons born in Mexico or who have naturalization and can prove their Mexican nationality by means of their INE or Mexican passport. Permanent or temporary resident cards are not considered as proof of nationality.

International Premier: to any foreigner and therefore not born in Mexico and who does not have Mexican nationality and cannot prove his/her Mexican nationality by means of INE or PASSPORT.

-For premier class, the local or special rate does not apply.

Itinerary changes; in case the user wishes to change his/her itinerary, he/she must pay the penalties corresponding to the purchased fare, for the change of date, time, departure or destination, as long as the fare rule allows it. The Passenger shall be subject to the procedure established by the carrier for involuntary changes and refunds.

Rates and their regulation are subject to the laws of supply and demand and may change at any time.

The reservation itself does not guarantee the application of the chosen fare if payment is made after the deadline indicated by the carrier to the user at the time of booking, so it will be adjusted to the conditions of the corresponding tariff rule. In case of force majeure the carrier reserves the right to cancel the route without prior notice, with the obligation to protect the passenger in accordance with the applicable legislation.

**EIGHTH - CHARGES:** The Contracting Party agrees to accept the charge made to its bank card in the manner stipulated at the time purchase through any of its direct or indirect points of sale, understanding that at the time providing the information on the means of payment, the request for the purchase of services shall be processed and the corresponding charge shall be made, subject to the validation of the Passenger and the corresponding bank authorization.

**NINTH - RESTRICTIONS:** The Passenger may not carry within his baggage of any of the following items:

- Compressed gases such as butane, propane, oxygen, etc.

- Pressurized cylinders including spray paint, lighter charges, used fuel cylinders (for cookers), oxygen tanks with a pressure greater than 20 psi, etc.
- Corrosives such as acids, alkalis, mercury, additives for accumulators, etc.
- Explosives including , bullets, rockets, pyrotechnics, flares, flares, etc.
- Flammable liquids or solids such as gasoline, friction matches, paints, solvents, etc.
- Radioactive materials.
- Holders or boxes with installed alarm mechanisms.
- Other hazardous items such as magnetic material and irritants.
- Oxidizers such as bleaches or peroxides.
- Poisonous and infectious substances such as insecticides, herbicides, viral cultures, etc.
- Human blood, organs and tissues, as well as laboratory samples.
- Others that according to the regulations in force and the Carrier's policies may cause harm to the health of Passengers, employees, trains or facilities.

, it is forbidden to transport explosives, firearms, sharp objects, illicit substances or merchandise or other objects prohibited by national and international regulations that may damage the cars, It is also prohibited to transport any type of cargo that may cause discomfort to other passengers or that is not appropriate to be transported in the passenger compartment, as well the transportation of the types of merchandise described in the Mexican Official Standard NOM- 002- SCT/2003 "List of the most commonly transported hazardous substances and materials" published in the Official Gazette of the Federation on December 3, 2003.

TENTH.- SECURITY: The user, at the moment of acquiring the Ticket, accepts and authorizes the Carrier or the third party designated by it, to review his/her luggage and in case of detecting in it unauthorized articles in accordance with the applicable national or international legislation in force, or to open his/her luggage and, if necessary, remove the unauthorized articles.

authorized or considered dangerous, provided for in the aforementioned list or, only if strictly necessary, deny boarding of the baggage without liability for the Carrier or the third party designated by the Carrier. We appreciate the support and understanding in the revisions, inspections and verifications that we must carry out both to the Passenger and his belongings.

The Carrier reserves the right to deny boarding to Passengers who carry weapons without the corresponding permit, who are in a state of drunkenness or under the influence of narcotics, psychotropic or enervating drugs, or who provoke or have provoked disturbances in the boarding area or on board the trains. Likewise, to those Passengers who by their conduct constitute a danger or risk to themselves or to other persons and their property on board, as well as those Passengers who show obvious signs of aggressiveness or who present symptoms of any contagious disease during the course of the trip that may put the crew and other Passengers at risk.

Eleventh - USE OF ELECTRONIC DEVICES: The use of cell phones, computers, video games or any type of infotainment device on board the Train is permitted. Tren Maya reserves the right to ask the user to put away his/her device in case of disturbance to other users, and users are obliged to respect other users and to use headphones if necessary.

- CHANGES, CANCELLATIONS AND REFUNDS:

In conventional trains, long distance trains, restaurant trains and any other train that may be put into operation by the carrier, no refunds of unused tickets will be admitted regardless of the reason or apparent cause.

In the case of requesting a change, it must be made at least 48 hours prior to the departure of the train.

In causes attributable to Tren Maya, it will refund 100% of the ticket for the service not provided.

When a service is cancelled due to force majeure (natural disasters, armed conflicts, strikes, stoppages, demonstrations, riots, government restrictions, pandemics, etc.) Tren Maya will not be obligated to compensate or indemnify passengers in accordance with applicable legislation, and the passenger may opt for reimbursement or change of date at no cost.

In case the user decides to end the trip before the destination station, he/she not be entitled to reimbursement for the trip not taken, nor to retake the train for the trip not used, this applies to conventional trains, long distance trains, restaurant trains and any other train that may be put into operation by the carrier.

In case of delays and cancellations not covered above, please refer to our Changes and Cancellations Policy.

In case of delays, the user accepts the following alternatives:

TIME DE LAY	ACTION TO TAKE
1 HOUR	The passenger must wait for the arrival of the train without further responsibility for Tren Maya.
DELAY OF 2 TO 3 HOURS	Tren Maya will provide reasonable food and beverages due to the delay.
4 HOURS FORWARD	Passengers may choose to change the date of their ticket or, if applicable, reimburse the cost of their tickets without further liability for Tren Maya.

In case of cancellations due to causes attributable to Tren Maya, the following alternatives will be provided to passengers:

- A. Substitute transportation of equal level.

- B. Communication services to the destination point.
- C. Meals, in accordance with the waiting time until boarding the next train or alternative means of transportation.
- D. In the event that due to inclement weather or late at night Tren Maya is unable to provide substitute transportation or to take the passenger to his/her destination, Tren Maya will provide lodging and food to the passenger and will transport him/her to his/her destination at the first possible opportunity at no cost.
- E. If the user decides not to use any of the above mentioned alternatives and chooses to travel by his own means, Tren Maya will reimburse 100% of the total cost of his tickets without further liability.

In case of cancellations attributable to passengers, they will have the following options:

Days/Hours in advance	Refund percentage
days in advance	100% will be refunded
3 days / 72 hrs before	25% will be refunded

THIRTEENTH - TRANSPORTATION OF ANIMALS: The transportation of animals will be allowed, provided have the following characteristics: pets under 10 kg, traveling in their carrier. All pets must be registered prior to boarding (60 min. before) and for no reason may move around the seats, walk without a leash in the aisles of the train and must have the following:

- A. You must sign the letter of responsibility (Form CR-CMZ-001).
- B. To carry the documentation issued by a veterinarian: current medical certificate and medical card, which must be shown at the time of boarding.
- C. Animals must be in hygienic conditions and sick or lactating animals are not accepted.

D. Service animals must wear an identification tag and leash at all times, only one service animal per passenger is allowed.

E. They must be calm, trained and non-aggressive pets. If the pet is aggressive, it must wear a muzzle or some other accessory to ensure the safety of passengers and/or staff.

F. Animals are not allowed in the restaurant area.

G. In case of any incident, any damage caused by the pet to the train, facilities and passengers will be at the passenger's expense.

H. Animals must have a complete vaccination record and a letter signed by a licensed veterinarian stating that the pet is in good health.