

## Terms and conditions “Seasonal tours”, “Themed tours”, City Tour, and Top Tour by Capital Bus

**Contracted service. “Seasonal tour”:** Duration of 1 day with departure and return from the same point. All the tours included bilingual guide (English and Spanish) and it is in shared service. The tour does not include meals, drinks, and tips. The trip takes place on buses or sprinters. **“Themed tour”, City Tour, and Top Tour:** Trip with variable duration, departure and return from the same point. The inclusions depend on the Themed tour chosen and they are in shared service. The tour does not include meals, drinks and tips. The trip takes place on panoramic bus (double decker) Capital Bus.

The customer must pay 100% of the total price to confirm the reservation. Tour services will be responsibility of CAPITAL BUS S.A. DE C.V; Capital Bus has the obligation to provide the transport service (round trip), as well as make the payment of tickets to specific venues.

**Customer obligations:** The customer must pay the fee and/or charges applied to the contracted service, keep the ticket in whole moment of the trip and comply with the following terms and conditions.

**Fee:** Ours fees are in Mexican pesos. Fees are public and include taxes. All the purchases are finals. There are different fees: Adults (13 years old onwards) and children (between 2-11 years old), children least 2 years old can trip with a legal adult (18 years old) without paying, without ensuring the right of a seat for the children. All discounts and promotions are made within a certain period and can be modified without prior notice.

**Bookings and tours payment:** Tour must be booked and paid in its entirety by the customer to secure the seat at least 24 hours before the departure day. All Capital Bus sales representative can make the sale (on the bus or in Sale Points).

**Security measures:** The customer has the responsibility to follow the security measures shown on the bus and indicated by the staff of Capital Bus. The customer must be sitting while bus is in motion. Accidents resulting from failure to follow the security measures are responsibility of the customer.

**Client responsibilities.** In case of having a medical condition that requires attention or special care, it is the user's responsibility to assist with a companion informed about their condition in order to be able to do the tour or activity. The user, when hiring the services, is conscious about their physical and mental condition, so the user unbinds Capital Bus, as well as affiliates and subsidiaries or related companies, employees, officers, agents, contractors, or assignees, from any responsibility unrelated to the service it provides, and may not be pointed out in any active or passive way.

**Travel insurance:** The customers have a travel insurance while aboard the transportation unit, which protects personal injury and force majeure cases, contracted by Capital Bus.

**Boarding, meeting point and departures:** The customer must appear at the chosen meeting point when the customer makes the purchase, 20 minutes before to departure time, the tour starts from the meeting point at the established time. The customer must show their digital or physical ticket when requested by Capital Bus staff and keep it throughout the whole trip. In addition, the customer must show an official photo ID, it will credit prove their identity. When the customer doesn't arrive at the specific departure time it will be considered as “NO SHOW” and the customer will not be able to use of the service. The customers must attend the indications of the Capital Bus staff in whole moment of the trip, it will be a shared service, so that the customer must respect schedules and meeting points. In case of non-compliance, the customer will lose the return on the bus, without right to full or partial refund and the customer must pay the cost of the return on their own. Capital Bus is not responsible for customer costs caused by the omissions mentioned above.

**Schedule time:** Each tour has its own departure times and customers can find it in their digital or physical ticket, as well as current advertising material. Departure times can vary by traffic, weather, date, Public Works, manifestations, and parades. Capital Bus reserves the right to modify the itinerary, schedule, or duration of the tours in accordance with the conditions, it will not give right to full or partial refund of the cost of the tour. In event that the above conditions definitively prevent the departure, Capital Bus will offer to reschedule the tour in the following available days, and it will be in mutual agreement with customer. In event that the departure will be canceled for reasons attributed to Capital Bus, customers can solicit their full refund and it will be returned in a period of 24 hours from the cancellation of the trip, the customer will only fill out a refund format issued by Capital Bus.

**Digital tickets:** Tickets purchased on websites must be displayed in print or digital to Capital Bus staff at the point of departure or at the point of sale. Customers must keep the ticket in whole moment of the trip because it is their travel insurance.

**Prohibitions on board the bus:** Is prohibited on board the bus: smoking, drinking alcohol, using illegal drugs, standing up or walking or running while bus is in motion, throwing things out, getting your hands out, carrying firearms (only Public Security personal) and entering with animals or pets, except guide and/or service dogs.

**Customer conduct:** Capital Bus staff may deny the service or require to any person to leave if they considered the customer's behavior to be offensive or their actions annoy other customers, or if the conduct may endanger the customer or the other passengers. In case a customer is asked to leave for any of these reasons, there will not be a refund. In addition, Capital Bus may deny service to customers in a state of obvious drunkenness or under the use of narcotics.

**Luggage:** Due to the type of transport, it is recommended that customers carry a small bag or small backpack with a weight not exceeding 10 KG. Capital Bus will not admit the transportation of luggage that can put a risk the security of trip or the comfortable of customers. The luggage should fit under the seat that is in front of you, if the luggage exceeds weight or dimensions, it cannot be transported. Capital Bus can't guarantee that luggage with larger dimensions than 35 x 20 x 20 centimeters will be transported on the bus.

**Lost items:** It is recommended that customers take care of their personal things. Capital Bus is not responsible for the loss or damage of the customer things on the bus, regardless of the cause.

**Reschedule:** Customers may reschedule as long as they notify, in a schedule from 09:00 to 19:00 HRS from Monday to Sunday, the fixed line 55-5208-2505 or WhatsApp +52-55-6676-8033 or email [confirmaciointours@capitalbus.com.mx](mailto:confirmaciointours@capitalbus.com.mx) with at least 24 hours before the day of departure and it will be subject to availability, in addition, changes can only be made within the current month where the tour is scheduled. In the case of a change in date and destination, the user must cover the difference in fare between the tours, if the tour's fee is of a lower price, Capital Bus will proceed to reimburse the difference.

**Rescheduling with less than 24 hours before the start time of the activity.** To reschedule with less than 24 hours in advance to the start time of the activity, there will be a penalization fee of 55% of the tour's price per ticket from the original reservation, in the case that the price is greater than the original price, you will be charged the difference between the fees. In the contrary case, if the tour's fee is of a lower price, Capital Bus will not proceed to refund the difference, given that the notification was after the time limit established for rescheduling.

**Minimum users for operation:** All the tours offered by Capital Bus are tied to a minimum number of passengers for the activity, in the event this condition is not fulfilled, the passengers who have bought their ticket will be notified in order to reschedule, change the tour, or refund 100 % of the ticket's fee.

**No show:** If the customer does not arrive on time at the departure point, it can reschedule the same tour only once on the next available date and it will be subject to availability.

**Cancellations:** Customers cannot cancel their tours with at least 24 hours in advance before the departure day for any reason, in a schedule from 09:00 to 19:00 HRS from Monday to Sunday. In case that the customer does not present to departure point it has two options: reschedule under **"No show"** clause or lose the tour without full or partial refund. "Last minute" bookings (purchases made with less than 24 hours of departure day) cannot cancel or refund. The customer can cancel only for the following situations, "cancellations due to force majeure": 1) Accidents: present a receipt describing what happened with visible date, 2) Serious medical problems: present a prescription with visible date, or 3) Death of a family member: present a proof of dysfunction with visible date. Situations outside Capital Bus are responsibility of the customer and do not apply for cancellations, such as: delayed flight, flight canceled, customs detention and problems with travel agencies or hotels. The "cancellations due to force majeure" can be reported from 48 hours before departure day to 30 calendar days after departure day with vouchers and the customer will can reschedule the tour, as long as the respective receipts are presented, and they are within the aforementioned situations. For cancellations the customer requests must go to us via the fixed line 55-5208-2505 or WhatsApp +52-55-6676-8033 or email [confirmaciontours@capitalbus.com.mx](mailto:confirmaciontours@capitalbus.com.mx) in a schedule from 09:00 to 19:00 HRS from Monday to Sunday.

**Refunds:** Authorized refunds will be made by the same payment method with which the customer made their purchase. If the payment method was in cash, refund will be in cash; if it was by credit or debit card, the refund will be with deposit or transfer when amount will be identified in the Capital Bus account statement; if it was through a website (Paypal, openpay or peek), refund will be made through a website. The time to make a refund depends on the payment method and will be made between 1 to 14 calendar days.

**Invoices.** If you are a natural or legal person registered with the Mexican Tax Administration Service and you require an invoice, you must request it within a period not exceeding 24 hours after your purchase; If you paid through a deposit or bank transfer, you must request it immediately to the following emails: [facturacionypagos@capitalbus.com.mx](mailto:facturacionypagos@capitalbus.com.mx), and to [tesoreria@capitalbus.com.mx](mailto:tesoreria@capitalbus.com.mx), sending your proof of tax situation, as well as the following: 1. Name of the titular passenger, 2. Company name, 3. RFC, 4. Tax address, 5. CFDI use, 6. Payment method, 7. Payment method, 8. Purchase date, 9 Name of the tour, 10. add a photo or legible pdf of your physical or digital ticket, 11. Add PDF of proof of tax status, 12. finally a contact number and email. **\*\*Important:** You only have a maximum period of 24 hours after the invoice issuance for cancellations or changes. No invoice will be issued after the established periods. It is the taxpayer's obligation to provide proof of tax situation; If you do not attach this document to this form, the requested invoice (CFDI) will not be issued. Said certificate is a document issued by the Tax Administration Service (SAT) to attest to the registration in the RFC, as well as the activity regime in which you find yourself (it can be more than one), and your own obligations. If the data is not available in a timely manner, the invoice will be issued to the general public.

If you are a foreign passenger (does not reside in Mexico and is not registered with the Tax Administration Service), you must send the following information within the deadlines and to the aforementioned contacts: 1. Name to whom the receipt should go, 2. country of residence , 3. address, 4. name of the tour performed, 5. date of purchase, 6. payment method, 7. payment method, 8. add a photo or legible pdf of your physical or digital ticket, 9. finally a number and contact email.

You can also carry out this procedure through the following form: <https://forms.gle/mpF79Xqb1qNkb1387>

**Questions or clarifications:** For questions, clarifications, or suggestions the customer can contact via the fixed line 55-5208-2505 or WhatsApp +52-55-6676-8033 or email [confirmaciontours@capitalbus.com.mx](mailto:confirmaciontours@capitalbus.com.mx) in a schedule from 09:00 to 19:00 HRS from Monday to Sunday.