

Website Privacy Policy

WELCOME!

This website and its subdomains and services available from or through the same (collectively, the “Site”) are made available by Operadora Calamar S.A. de C.V. and its parent and subsidiary entities (collectively, the “Company”, “we”, “us” or “our”).

These Terms of Use (“Terms”) constitute a legal agreement between the user of the Site (“user” or “you”) and the Company. It applies when a user accesses, uses, or visits the Site.

Our [Privacy Policy](#), Terms of Use – Ticket Purchasing Service and any other policies, rules, or guidelines applicable to offers or features on the Site are incorporated into these Terms.

1. Consent

By visiting or using the Site, you indicate your agreement to be bound by these Terms, as updated from time to time. If you do not agree with these Terms, you must not use the Site.

2. Notice Regarding Dispute Resolution

These Terms contain provisions that govern how claims that we may have against each other are resolved, including an agreement and obligation to arbitrate disputes, which, subject to limited exceptions, will require that you submit any claims that you have against us to binding arbitration on an individual basis.

3. Minors

The services available on the Site are only available to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using the Site, you represent that you are of sufficient legal age to use the Site and to create

legally binding obligations for any liability you may incur as a result of your use of the Site.

4. Changes

We may make changes to these Terms at any time, which will be posted on the Site. If you do not agree with the changes, you should discontinue your use of the Site.

The “Last Updated” date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

5. Ownership of Intellectual Property Rights

The Site, which includes, without limitation, all data, text, designs, pages, print screens, images, artwork, photographs, audio, and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site are owned by Company or its licensors. We (and/or our licensors) own all right, title, and interest in and to the Site and in all copyright, trademarks, and other intellectual property rights in the Site.

The Site is for your information and personal use only and not for commercial exploitation.

You will not acquire any ownership rights by using the Site. We reserve all rights in and to the Site. You may not use our trademarks, logos, and service marks in any way without our prior written permission. You may inquire about obtaining permission by writing to the address provided in the “How to Contact Us” section.

6. Prohibited Activities

You agree that you will comply with all applicable laws and regulations in your use of the Site. Additionally, each user is prohibited from doing any of the following:

- Submitting any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs, or other items of a destructive nature;

- Manipulating identifiers, including by forging headers, to disguise the origin of any posting submitted;
- “Framing” or “mirroring” any part of the Site;
- Modifying, adapting, sublicensing, translating, selling, decompiling or disassembling any portion of the Site;
- Reverse engineering, decompiling or disassembling the Site or attempting to access the Site’s source code (and underlying software applications).
- Creating derivative works from or sublicense the Site, or any portion thereof or otherwise attempting to derive any source code or underlying ideas or algorithms of any part of the Site;
- Circumventing, disabling, or otherwise interfering with security-related features of the Site or features that prevent or restrict use or copying of any part of the Site;
- Removing any copyright, trademark, or other proprietary rights notices contained on the Site;
- Using any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Site, including with respect to any CAPTCHA displayed on the Site. However, operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Using any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, discount codes, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from one computer to another computer where such software or system is active;
- Taking any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Reproducing, modifying, displaying, publicly performing, distributing or creating derivative works of the Site;

- Submitting (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;

- Submitting, or providing links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use, characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- Submitting, or providing links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;

- Engaging in spamming or flooding;

- Harvesting or collecting information about Site users; or

- Using any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services; and

- Using the Site in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site in any way including, without limitation, by manual or automatic device or process, for any purpose.

7. Claims of Copyright Infringement

If you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed.

The notice must include:

(a) your (or your agent's) physical or electronic signature;

(b) identification of the copyrighted work on our Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification);

(c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site;

(d) your name, address, telephone number, and email address;

(e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner.

Notices should be sent to the attention of El Squid Roe Legal Department at the address provided in the About Us Section.

We respect the intellectual property rights of others and will respond to clear notices of the alleged infringement. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid.

There can be penalties for false claims. We suggest that you consult your legal advisor before filing a notice.

It is our policy to terminate, in appropriate circumstances, the access rights to the Site of repeat infringers.

8. Links to Third Party Websites

The Site contains links to other websites that may not be owned or operated by us ("Third-Party Site"). The fact that we may link to those websites does not indicate any approval or endorsement of those websites.

We have no control over those websites. We are not responsible for the content of those Third-Party sites or those websites' privacy practices.

We strongly encourage you to become familiar with the terms of use and practices of any Third-Party Site.

THESE TERMS DO NOT APPLY TO THIRD-PARTY SITES. BEFORE VISITING A THIRD-PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SITE, YOU SHOULD INFORM YOURSELF OF THE POLICIES AND PRACTICES OF THESE THIRD-PARTY SITES AND REVIEW THE THIRD-PARTY SITE'S TERMS AND CONDITIONS AND PRIVACY POLICY.

Your use of Third-Party Sites is at your own risk and is subject to the terms of those Third-Party Sites.

It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, data bombs, time bombs, and other items of a destructive nature.

9. Violation of these Terms

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION.

If that happens, you may no longer use the Site. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third-party for termination of your access to the Site.

10. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SITE WILL BE AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SITE TO USERS "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND.

TO THE FULLEST EXTENT THAT APPLICABLE LAW DOES NOT PROHIBIT THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SITE WILL BE SAFE, SECURE, ACCURATE, OR ERROR-FREE, RELIABLE, UP-TO-DATE, COMPLETE, OR WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD-PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD-PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD-PARTIES.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR

IN CONNECTION WITH THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY.

WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR

(a) ANOTHER USER ENGAGING IN PROHIBITED ACTIVITIES;

(b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR ANY TICKETS PURCHASED OR RESERVATIONS MADE THROUGH THE SITE;

(c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;

(d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE; OR

(e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US.

OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW. THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW REQUIRES THE RECOVERY OF DAMAGES, ATTORNEYS' FEES, OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH.

12. Exception

If any of the terms herein are held unenforceable, void, or inapplicable under applicable law. In that case, any such provision shall not apply but the rest of these Terms shall remain binding on you and the Company.

13. Indemnification

If anyone brings a claim against us related to your use or misuse of the Site or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, event providers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses, and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

14. Governing Law

In all respects, these Terms will be governed by and construed, and enforced in accordance with the laws of the State of Baja California Sur (without giving effect to any choice or conflict of laws principles).

15. Dispute Resolution, Arbitration Agreement, and Class Action Waiver

Please Read This Following Clause Carefully. It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

(1) Initial Dispute Resolution

We are available by email at the address provided in the “About Us” Section to address any user concerns regarding the Site. Most concerns may be quickly resolved in this manner. For any dispute you have with Company, you agree to first contact us and attempt to resolve the dispute with us informally and directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration.

(2) Agreement to Binding Arbitration.

If we do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to section “Initial Dispute Resolution” above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms and/or your use of the Site shall be finally settled by binding arbitration administered on a confidential basis in accordance with the provisions of the Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

(3) Class Action and Class Arbitration Waiver.

You and the Company each further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and the Company each expressly waive your respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(4) Exception – Small Claims Court Claims.

Notwithstanding the parties’ agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

(5) Exception – Public Injunctive Relief.

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek public injunctive relief in a court of law. "Public injunctive relief" means relief that by and large benefits the general public, and that benefits the claimant, if at all, only incidentally or as a member of the general public.

(6) Exclusive Venue for Litigation

To the extent that the arbitration provisions set forth above do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Los Cabos, Baja California Sur (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in the State of Baja California Sur for any litigation other than small claims court actions.

16. Entire Agreement

This Terms constitutes the entire agreement between you and the Company regarding the subject matter hereof and supersedes all previous and contemporaneous written and oral representations proposals negotiations and communications.

17. Assignment

Company may assign these Terms or any of the rights or obligations hereunder and any causes of action arising hereunder to any third party without necessity or obligation of notice to users.

18. Waivers

The waiver or failure of either party to exercise in any respect any right or provision of these Terms will not be deemed a waiver of the applicable right or provision.

19. Severability

These Terms will operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

20. Force Majeure

Company will not be responsible for any failure to perform its obligations under this Terms due to circumstances beyond its reasonable control including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood, internet failure, or accidents.

21. How to Contact Us

If you have any questions, comments, or complaints regarding these Terms or the Site, please contact us at:

By email:

info@elsquidro.com

By mail:

El Squid Roe

Departamento Legal

Av. Lazaro Cardenas e/ Zaragoza y Morelos s/n

Col. Centro, Cabo San Lucas, B.C.S., Mexico 23450