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Privacy Notice

Juan de la Cruz Alvarez Hernandez better known as Juan Alvarez Wedding Singer, with address in the city of León, Guanajuato Mexico and internet portal www.juanalvarez.com.mx, is responsible for the use and protection of their personal data, and in this regard we inform you of the following:

For what purposes will we use your personal data?

We will use the personal data that we collect from you for the following purposes that are necessary for the service you request:

- Response to messages on the Contact Form
- Preparation of a service contract
- Provision of any requested service

Where can I consult the comprehensive privacy notice?

To learn more about the terms and conditions under which your personal data will be processed, such as the third parties with whom we share your personal information and the way in which you can exercise your ARCO rights, you can consult the comprehensive privacy notice with a request via email :

info@juanalvarez.com.mx

Last update of this privacy notice: 03/18/2021

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Contact us To resolve any questions you may have about these General Conditions, the Data Protection Policy, or make any claim, return or suggestion, you can contact the following email address: info@juanalvarez.com.mx. Juan Alvarez reserves the right to cancel and/or deny access to the content to any user who considers that they are not complying with these General Conditions or current legislation.

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TERMS AND CONDITIONS Index

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HIRING (Process)

1.- Fill out our form with the following information to generate and send the requested quote:

- Full name
- Email
- Telephone/Whatsapp
- Date of your Event
- Approximate Schedule of your Event (Morning, Afternoon, Night)
- Guests
- Type of Event (Ex: Wedding, Corporate Event, etc.)
- Location of the Event (City)
- Place (Name of the Hall, Hacienda, Casa Particular, Etc.)

2.- Once you have received your quote, you have answered all your questions and agree with the terms and conditions, we will ask you for the following information for the preparation of the contract:

- Image of the Official Identification with Photograph of the contracting

- party Private address of the contracting
- party Schedule of the musical presentation (start and end)
- Schedule to enter the facilities, assemble the equipment and perform the necessary sound tests.
- Name and Contact Number of the Event Coordinator (Wedding Planner, Etc.) *if applicable at the time of hiring.*
- Production Company (Dj, Audio)*if applicable at the time of contracting.*

3.- Once the information is received, we prepare the contract and send it to you in electronic format for the Approval and Acceptance of the terms and conditions through your digital signature.

4.- Once the contract is signed, you have 24 hours to make an advance deposit of 50% of the total. This can be by PayPal, bank transfer, deposit to account or in cash. **It is important to mention that both the requested date and the price stipulated in the quote will have an expiration time of 24 hours after its issuance. After that time, if you have not yet made the deposit, the date will be free, the contract will be invalidated and the price of the quote will be subject to change without prior notice.**

5.- The remaining balance must be paid at least 48 hours before the event.

SELECTION OF THE REPERTOIRE (Process)

Once the contract is made, you will receive a document with the repertoire of songs as well as recommendations so that your choice is a success.

Select your list of songs from our repertoire, the number of songs depends on their duration, as well as the pauses and the duration of the presentation:

i. 60min=15* ii. 90min=24*

iii. 120min=30* (*Approximate number of songs)

We will send you in PDF the Program of your musical selection and a playlist (Youtube, Spotify, Apple Music) so that you can enjoy your selection and indicate the modifications that you like.

RESPONSIBILITIES OF THE CLIENT

A.

to accommodate the performance of the artist, accompanying musicians, equipment, musical instruments and technical personnel in an adequate manner, as well as to adhere to the respective technical specifications of lighting, audio, stage and others that the artist indicates. Under no circumstances may the artist be asked to stand and/or work in direct sunlight, wet floors, rain, extreme cold, or other situations that represent insecurity for personnel and/or equipment/instruments.

B. The Client must ensure that in the place where the artistic presentation will take place, **there is a safe electrical power source** in 110v mode through a duly grounded electrical plug at a maximum distance of 5 meters from the stage or place where the instrument is installed. artist. For the avoidance of doubt, if there is non-compliance or substandard performance than anticipated and this is due to site space and/or electrical restrictions, Customer will remain responsible for full contract payment fees.

C. It will be the client's responsibility to **contract the services of a professional audio provider** to amplify the audio signal in an adequate and proportional way to the space and the number of guests. the artist is not responsible for technical failures that may result from its use. All responsibility towards the aforementioned equipment will be borne by the responsible operators, engineers, DJs or production company.

D. It is the responsibility of the Client **to ensure that the Artist has free parking** at the performance location for all vehicles associated with

1. 2.

3.

The Client must agree to provide security and sufficient space for

the artist's performance. If free parking is not available, Client is responsible for parking charges incurred as well as any expenses incurred in moving equipment and/or personnel from the parking lot to the performance location and payment will be made to the Artist on the day of the performance. of the event.

E. It is the Client's responsibility to **ensure that the Artist receives** adequate refreshments during their stay at the performance venue. The minimum requirement that must be made available to the Artist is a free unlimited supply of bottled water, soft drinks and a hot meal or buffet for all members of the Technical Staff and accompanying musicians.

E. The Client must also ensure that there is a **secure area for the Artist to change clothes and store equipment and/or instrument cases**. The space must be locked and include chairs and a secure power source.

F. Unless express permission is granted, **the Artist's equipment and instruments are not available for use by others** before, during or after the Event.

G. If the Artist or any member of their musical or technical team is subjected to **aggressive or abusive behavior** by a guest and the Client does not remove the perpetrator, the Artist will be allowed to end their performance immediately without penalty. The Client will remain responsible for the total expenses of the contract.

H. **The items required under this Clause must be supplied by the Customer at its own expense** and, if not supplied, may be considered a breach of contract. The provisions described in this Clause are negotiable between the Client and the Artist, but any modification must be specifically included in the Contract.

ARTIST'S RESPONSIBILITIES

A. Unless specifically stated in the Contract, **the Artist must provide the appropriate equipment to carry out the performance at the Event.** The Artist is responsible for moving the necessary equipment, starting punctually at the time, place and date agreed by both parties.

B. **The Artist and (or) the accompanying musicians must not drink alcohol in excess** before, during or after their performance at the Event. **The Artist and (or) accompanying musicians shall dress appropriately** for their performance in accordance with the guidelines agreed upon with the Client prior to the event and **shall be courteous** to the Client, guests and venue employees.

C. **The Artist must contact the Client before the Event** according to the time frame detailed in the Contract. This contact should be used to reconfirm details in the Agreement and finalize details such as parking, dress code, refreshments, payments and billing issues.

D. It is the responsibility of the Artist **to ensure that, by signing the Agreement, they do not have any obligation to another party**, in a way that could interfere with the presentation at the Event.

CHANGES IN THE PROGRAM

A. When it is not possible to modify the contract before the Event (for example, the same day of the event), the changes must be agreed between the Artist and the Client in writing (email or text message sufficient).

B. If the Artist has been asked and agrees to perform later than the agreed end time specified in the Contract, both parties must agree to an additional satisfactory surcharge. The agreed additional payment must be paid to the Artist on the day of the Event.

C. If the Event times are exceeded due to no fault of the Artist, the Artist is not required to finish later than the time specified in the Contract and the full contract payment will still be due.

USE OF ALTERNATE ARTISTS

A. On occasion, the lineup of the artist's accompanying musicians may be subject to change and this may occur without notice.

B. Where applicable, whenever possible, Artist must use the lineup of accompanying musicians presented to Agent and Client, unless the need arises to substitute an accompanying musician due to unforeseen circumstances. The Artist will have a substitute to cover eventualities and reserves the right to use one or more substitutes if the need arises. Artist agrees that any accompanying musician hired will be of equivalent skill and will represent Artist in the usual manner in which Artist has presented himself/herself to Agent and Client.

CANCELLATIONS

A. The artist grants an extension of 5 working days after the date on which the contract is signed to request the cancellation of the service reason for this without any warning. this being the case, the artist is forced to return in full any amount received by

part of the client. Clause applies **Force Majeure** or when the Client and Artist mutually agree to cancel the engagement (both parties must provide evidence in writing).

B. **When the Artist cancels**, the Agent will inform the Client as soon as possible and begin the process of finding a suitable alternative Artist. Although rare, occasionally an Alternate Artist may not be available. In this case, the Artist will reimburse the advance payment made by the Client and in addition, cancellation fees will be applied and are calculated based on the following 3 criteria:

1. When the cancellation occurs but there are 90 days or more to the date of the event agreed in the contract, 50% of the remaining balance must be paid to the client.
2. When the cancellation occurs within 89 days and up to 61 days from the date of the event agreed in the contract, 75% of the remaining balance must be paid to the client.
3. When cancellation occurs within 60 days or less of the event date, then 100% of the total balance is due to the client.

The remaining balance due to cancellation attributable to the Artist must be

paid directly to the client within 14 days after the date on which they have reached the mutual agreement to cancel the contract.

C. **When the Client has canceled** the contract for reasons other than those described in the **Force Majeure**, cancellation fees will apply and are calculated based on the following 3 criteria:

1. When the cancellation occurs but there are 90 days or more to go the date of the event agreed in the contract, 50% of the remaining balance must be paid to the artist.
2. When the cancellation occurs within 89 days and up to 61 days from the date of the event agreed in the contract, 75% of the remaining balance must be paid to the artist.
3. When cancellation occurs within 60 days or less of the event date, then 100% of the total balance is due to the artist. The remaining balance due to cancellation attributable to the client must be paid directly to the artist or agent within 14 days after the invoice.

D. When cancellation fees are not paid within 14 days of invoice, both Artist and customer may take legal action and may refer the amount to a debt recovery company. If you are referred to a debt collection company, the outstanding balance will be subject to the collection company's charges. These charges, along with all other legal fees and charges, will be the responsibility of the defaulting party and will be legally enforceable.

COVID 19: FREQUENTLY ASKED QUESTIONS

[IF I BOOK NOW AND NEED TO CHANGE MY WEDDING DATE LATER, WILL I BE ABLE TO TRANSFER MY DEPOSIT TO A NEW DATE?](#)

Absolutely, if Covid restrictions prevent your wedding or event from going ahead as planned and you prefer to move to a new date, we will be more than happy to accommodate you.

[OUR EVENT WILL BE HELD ON THE DATE INITIALLY PLANNED, IS IT POSSIBLE THAT YOUR MUSICAL PRESENTATION WILL BE CARRIED OUT IN ACCORDANCE WITH THE SAFETY GUIDELINES DERIVED FROM THE COVID 19 RESTRICTIONS?](#)

If your event can be held in a Covid safe location while restrictions are in place, then we would be happy to host your event. Get in touch and we can discuss further and make any necessary adjustments.

[I AM CONSIDERING RESCHEDULING MY EVENT. CAN I CHANGE THE DATE WE HAVE RESERVED?](#)

Yes, our goal in this situation is to find a solution that works for all parties.

With restrictions on weddings and events still in place, we understand that many of you will prefer to move your date to a time when you can dance and celebrate with a full guest list. If your event is taking place in the spring of 2021 and you would like to postpone it, please contact us and we will be happy to assist you.

If your event is from summer 2021 onwards, it is recommended to wait a little longer, as restrictions are forecast to ease. However, we understand that uncertainty is not helpful and if you decide to change your date, please contact us and we will be happy to help.

[CAN I SAVE A TENTATIVE DATE WHILE THE CONTRACT WITH THE PLACE AND OTHER SUPPLIERS HAS ENDED?](#)

We are unable to hold a date indefinitely and it is vital that you contact us as soon as you have set a new date so that we can secure the presentation.

IMPORTANT NOTE: The date will be secured until we have had a written confirmation and a contract is established with you. If you want to confirm a date, please let us know as soon as possible. We're rescheduling an entire year of hires, so dates are filling up fast and availability changes regularly.

[CAN I BOOK A BACKUP DATE IN CASE MY EVENT THIS YEAR IS POSTPONED?](#)

We cannot guarantee a date unless the contract is made according to our terms and conditions. Our goal is to find a way forward that works for

artists and clients alike, and while our artists want to help clients affected by the coronavirus, they simply cannot afford to block dates on the schedule by missing out on new opportunities. hirings.

[WHAT ARE YOUR CANCELLATION TERMS?](#)

You can view our full booking terms here. Cancellation is covered in [clause 7](#).

[WHAT HAPPENS IF I CANCEL MY EVENT DUE TO COVID RESTRICTIONS?](#)

If you decide to cancel your contract due to the restrictions or the impact of Covid-19, the force majeure clause applies and neither party will be responsible for the breach of its obligations. Please note that the advance deposit will be forfeited in this scenario as costs have been incurred which cannot be recovered, although we will be happy to transfer the deposit amount you have paid to a new date. We would really appreciate it if you would pick a date instead of canceling; if you want

to check availability, please let us know and we will do our best to get an immediate response for you.

FORCE MAJEURE

A. Neither party shall be liable for failure to perform its obligations when the failure is the result of force majeure, such as "acts of God" (including, but not limited to, fire, flood, earthquake, storm, hurricane, or other natural disaster), war, terrorist activities, death, illness or other disability certified by a duly qualified doctor, epidemic, accident, civil commotion or order of the government or local authority, as well as for causes attributable to neither party.

B. Any party that asserts force majeure to deny liability will have the burden of proving and justifying that it took precautionary measures whenever possible to counteract the circumstance. If tested successfully, the cancellation fees described in the Cancellation Clause will be waived.

MISCELLANEOUS

A. Each party indemnifies the other party for any costs (reasonable legal expenses), loss, damage or liability suffered as a result of any breach of its obligations under this Agreement or the application of this Agreement.

B. This Agreement may only be amended, supplemented, replaced or novated by another agreement entered into by the parties.

C. Artist shall have the right to assign the benefit of this Agreement to any person, firm, or company, so long as Artist remains primarily responsible for its obligations. Customer may not assign or transfer this Agreement without the written approval of both Agent and Artist.

D. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set forth in this Agreement.

E. The relationship of the parties to this agreement does not form a joint venture, partnership, employment, trust or agency.

G. No provision of this Agreement shall be deemed waived and no breach shall be excused, unless provided in writing. The sole or partial exercise of a right, power or resource, does not prevent another or the subsequent exercise of that or another right, power or resource.

H. Each party must do all that is reasonably necessary (including the execution of agreements and documents) to give full effect to this Agreement.

I. Each party must pay its own legal expenses incurred in the negotiation and execution of this Agreement.

J. If this Agreement is inconsistent with any other prior document or agreement between the parties, this Agreement will prevail to the extent of the inconsistency. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements regarding the subject matter hereof.

L. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement.

M. This Agreement is governed by Mexican law. Each of the parties hereby submits to the exclusive jurisdiction of the courts with jurisdiction in León, Guanajuato, Mexico.