

## LEGAL NOTES AND CONDITIONS OF WEBSITE USE

The access to the website <https://www.elvicenc.com> attributes the condition of USER and implies the full acceptance and without reserve, from said access and/or use, of this legal note and of the privacy policy in its latest version, without prejudice to the General Conditions of the Contract that, if applicable, result from mandatory compliance. Therefore, we advise you to read these documents prior to using the features offered by this Website, as well as each time you access it, as we reserve the right to change, modify, add or delete any part of these conditions at any time.

The mere access to this Website does not imply in any case the existence of a commercial relationship between the user and the website.

### I. WEBSITE HOLDER

For the purposes of the provisions of Article 10 of Law 34/2002, of July 11th, Services of the Data Society and Electronic Commerce, the following information is provided about the owner of this Website:

- Owner of the Website: Mediterranean Cala Sant Vicente SL, HOTEL EL VICENÇ-DE LA MAR. (Hotel El Vicenç, hereinafter)
- Registered office: C/ Sant Jaume, 7 / 07012 Palma
- C.I.F. B57926040
- Registration data: registered in the Mercantile registry of Palma de Mallorca, Volume 2524, Folio 30, Section PM, Page 71143, Registration 1 dated, February 20th, 2013.

In addition to the registered office, the following channels are available to users to direct their requests, questions or claims:

- Contact form of the Website
- [info@elvicenc.com](mailto:info@elvicenc.com)

### II. TERMS OF USE

**1. Introduction. Hotel El Vicenç** offers information about its hotel establishment on this website, where users can request information and make reservations directly online. By accessing and using this website, you agree to be bound by the terms and conditions set out below, so it is recommended that you read this section carefully prior to browsing.

**2. Obligations of Users.** Users agree to use this Website in a lawful manner, in accordance with the provisions of these conditions and in a way that does not cause damage to the rights or interests of Hotel El Vicenç or third parties. By way of example and in no case limiting or excluding, the User also undertakes:

- To not engage in activities that are illegal or contrary to public order or good faith;
- To not use the data published on the Website to send unsolicited communications (spam).
- To not introduce or disseminate false, misleading, ambiguous or inaccurate information or content on the Website in such a way as to mislead the recipients of the information, or disseminate content of a racist, xenophobic, pornographic, justification of terrorism or the threatening of human rights or of minors;
- To not take part in actions that suppose or entail a violation of the intellectual property rights Hotel El Vicenç or third parties;

- To not cause damage to the physical and logical systems of Hotel El Vicenç, its suppliers or third parties;
- To not introduce or spread computer viruses on the network or use any other physical or logical systems that are capable of causing the aforementioned damage.
- To not suppress, alter, evade or manipulate any protection device or security system that was installed in the pages of this Website.

**3. Exclusion of responsibility.** This Website is provided "as is" and its use is made at the user's own risk, so neither Hotel El Vicenç, nor its administrators, workers, suppliers or collaborators will be liable for any damages, of any nature, direct or not, that derive from the use of the Website expressly excluding Hotel El Vicenç, to the extent provided by the Law, any type of guarantees, whether expressed or implied.

Hotel El Vicenç does not guarantee the availability and accessibility of the Website, although it will make all efforts that are reasonable in this regard. Occasionally, interruptions may occur allowing for the necessary time to carry out corresponding maintenance operations.

Hotel El Vicenç is not responsible for any damages arising from interferences, interruptions, computer viruses, telephone breakdowns or telephone disconnections caused by causes beyond the control of said entity; of delays or blockages in the use of this electronic system caused by deficiencies or overloads in the data processing center, telephone lines, in the Internet system or in other electrical systems; nor of any other alteration that may occur in the software or hardware of Users. Nor does it guarantee the absence of viruses, malwares, Trojans or other elements that may cause alterations in the computer system, documents or files of the User, excluding any responsibility for damages of any kind caused to the User for this reason. Similarly, Hotel El Vicenç will not be liable for damages caused by third parties through illegitimate interference beyond its control.

Neither will it be liable for any damages caused by the use or misuse of the contents of the Website, nor for the consequences that may arise from errors, defects or omissions in the contents that may appear on this Website provided by the Users themselves or other third parties. Hotel El Vicenç does not assume any obligation or liability with respect to those services that it does not lend directly.

**4. External links.** Under no circumstances will Hotel El Vicenç assume any responsibility for the contents of the links belonging to a third party website, nor will it guarantee the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and legality of any material or information contained in any of the said hyperlinks or other Internet sites. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

**5. Denial of access and cancellation of accounts.** Hotel El Vicenç reserves the right to deny access to the Website to those Users who breach these conditions; in case of unforeseen technical or security problems; inactivity of the account for a significant time; or in compliance with a request and/or a police, judicial or administrative order.

**6. Processing of personal data.** Users consent to the processing of their personal data with the scope and in the terms indicated in our privacy policy, which is available on the home page of the Website, said policy also being incorporated into these conditions by reference. In this policy, Users will find information on how to exercise their rights of access, deletion, limitation and rectification of their personal information, as well as the opposition to their treatment, procession and portability.

**7. Intellectual property and copyright.** Without prejudice to the content on which third parties

hold intellectual rights, the intellectual property rights of the Website, the domain name, its source code, design and navigation structure and elements contained therein (for example, images, sound, audio, video, software, or texts, trademarks or logos, combinations of colors, structure and design, etc.) are the property of Hotel El Vicenç, which is responsible for the exclusive exercise of the rights to exploit them in any way, and, especially the rights of reproduction, distribution, public communication and transformation, in accordance with the provisions of the current Intellectual Property Law. The reproduction, distribution and public communication, including the way it is made available, of all or part of the contents of this Website in any medium and by any technical means, without the authorization of Hotel El Vicenç Llorenç or, in any case, is expressly prohibited, or as the case maybe, of the third parties that hold the rights of intellectual property or of authorship over the affected contents. Notwithstanding the foregoing, the user of the Website may view the elements of this Website and even print, copy and store them on the hard drive of your computer or any other physical support provided that it is solely and exclusively for their personal and private use. Those entities or persons who, with prior authorization from the owner of this Website, intend to establish a link with it, must guarantee that it only allows access to this Website or service but that it does not reproduce its content and services.

**8. Invalidity of the clauses.** In case a clause of the present conditions of use was declared null, it will only affect said disposition or that part that has thus been declared, the conditions remaining in force in everything else, having such provision, or the affected part, by no means.

**9. Acceptance.** Access to the Website and its use necessarily imply that each and every one of the present conditions of use are expressly accepted by you.

**10. Applicable law and jurisdiction.** Without prejudice to the rights recognized to consumers by Royal Legislative Decree 1/2007, of November 16th, this Website will be governed by Spanish law excluding its conflict of law rules and any controversy that may arise from its use or of the services linked to it will be subject to the jurisdiction and competence of the Courts and Tribunals of Manacor, expressly renouncing the users to their own jurisdiction if they had it.

The European Commission provides an online dispute resolution platform aimed at consumers, who can access it through the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

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