LEGAL NOTICE, PRIVACY POLICY AND TERMS AND CONDITIONS OF USE OF THE WEBSITE

Access to the website grupotel.com gives you the status USER and implies full and unreserved acceptance, from such access and/or use, of the latest version of this legal notice and privacy policy, without prejudice to such general terms and conditions of purchase as may be mandatory. Therefore, we advise you to read these documents before using the features offered by this Website, and each time you access it, since we reserve the right to change, modify, add or remove some of these terms and conditions at any time.

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

I. OWNER OF THE WEBSITE

Pursuant to the provisions of Article 10 of Information Society and Electronic Commerce Services Law 34/2002, of 11 July, the following information about the owner of this Website is provided: Owner of the Website: GRUPOTEL DOS, S.A. (hereinafter, GRUPOTEL) Registered office: Crta. Artá-Pto. Alcúdia, 68 de (07458) Can Picafort. Santa Margarita, Spain. Tax ID Code: A07919087 Registration data: Registered in the Mallorca Companies Register, in Volume 1611, Sheet 111, Section 8, Page PM-30685, and in the general register of companies, activities and tourist establishments of the Balearic Islands and the Island of Mallorca.

In addition to the registered office, the following channels are made available to users to address any requests, queries or complaints: Website contact form Information on prices and bookings, hotels and general suggestions or comments: info@grupotel.com Complaints made after stays in the hotel: emails must be sent to the email address of each hotel appearing on the voucher, and on the hotel?s website to the email address of each hotel indicated on their website. Suggestions and comments on the website: online.marketing@grupotel.com Technical problems during use of the website: webmaster@grupotel.com : +34 971 85 00 61/ Fax: +34 971 85 13 18

II. PRIVACY POLICY

INFORMATION ON FILES AND PROCESSING. Pursuant to the provisions of Personal Data Protection Law (LOPD) 15/1999, of 13 December, we hereby inform you that the personal data collected on this Website, unless specifically stated otherwise, shall be incorporated into files owned by GRUPOTEL. Generally, the fields of the forms found on the Website marked as mandatory must necessarily be completed for the purpose of proper processing of your requests.

PURPOSE OF PROCESSING AND PLANNED ASSIGNMENTS. The personal data of our users will be processed for the following purposes and will only be communicated to third parties where necessary to give effect to requests that have been made, in compliance with legal obligations or with the prior consent of those concerned: CONTACT AND ENQUIRIES: Personal data provided via the contact form or requests for information or queries formulated will be processed to respond to your requests, as well as for statistical purposes and to improve the quality of the website and our services. QUOTATION REQUEST FORMS: The data will be processed for the purposes of commercial monitoring of your request and for statistical purposes. BOOKING PROCESS: The data collected during the processing of bookings will be processed to manage them and the relationship with customers and guests, as well as for statistical purposes and to improve the quality of our services. The booking data will be communicated to the destination hotel. Likewise, if your booking contains ancillary services provided by third party providers, personal data necessary for the processing of such booking shall be communicated to the relevant suppliers, only for this purpose. SEND CURRICULUM VITAE. The curriculum and personal data of job applicants will be
processed to manage the Grupotel business group’s job notice board and selection processes conducted by and/or for the entities making it up, to update their participation history in such processes and for statistical purposes. By registering on the job notice board you give your consent to your data being assigned to companies comprising the aforementioned group to allow them to manage their selection processes. The group companies carry out their activity well in the tourism, leisure and property sectors, either providing corporate and/or technical services to the group itself. When you register on our job notice board, you state that the data provided are correct and truthful and you agree to keep your curriculum vitae updated. Any curriculum vitae that have not been updated within one year from the date of the last update will be cancelled and may not be considered in the selection processes called.

**NEWSLETTER AND DATA PROCESSING FOR COMMERCIAL PURPOSES.** If you give your consent when providing your personal information or if you have registered for our newsletter, your data will be processed to keep you personally informed by any means, including electronic means, regarding Grupotel Hotels & Resorts offers and news. At any time, you may revoke your consent to receive commercial communications by updating your profile, which is accessible from your account on the website. You also may revoke your consent for the above purposes as indicated below in the section ?Interested Party Rights?.

**THIRD PARTY DATA.** - When providing personal data owned by third parties, you state that you have the consent of those concerned to do so, having previously informed them of the content of the privacy policy.

**RIGHTS OF THE INTERESTED PARTY.** - The interested parties may exercise their rights of access, rectification, cancellation and objection by addressing a letter accompanied by a copy of their Spanish national identity card to the registered address of GRUPOTEL indicated in the heading of this legal notice.

To request de-registration from data processing for commercial purposes, you can send an email to the following email address: webmaster@grupotel.com

**Updating the PRIVACY Policy.** - We reserve the right to update our privacy policy at any time because of business decisions and to comply with any amendments to legislation or case law. If you have questions or need any clarification regarding our privacy policy or the processing of your data, you can contact us at the above address.

**III. TERMS AND CONDITIONS OF USE OF THE WEBSITE**

**Introduction.** On this Website, GRUPOTEL provides information on hotels belonging to the Grupotel Resorts & Resorts chain, and Users can request information on room availability, rates, accommodation searches by date, services offered or rates and formalise bookings directly online. By accessing and using this website, you agree to be bound by the terms and conditions set out below. Therefore, you are advised to carefully read this section before starting to browse. **Obligations of Users.** Users agree to use this Website lawfully, in accordance with the provisions of these terms and conditions and so as not to cause prejudice to the rights or interests of GRUPOTEL or third parties. By way of example but under no circumstances limited or exclusive, the User also undertakes to: Engage in activities that are illegal or contrary to public order or good faith; Not use the data published on the Website to send unsolicited communications (spam). Not insert or disseminate on the website information or content which is false, deceitful, ambiguous or inaccurate which would mislead the recipients of such information, nor disseminate content that is racist, xenophobic, pornographic, supports terrorism or which constitutes an attack on the human rights of minors; Not perform actions which may entail a violation of the intellectual property rights of GRUPOTEL or third parties; Not cause damage to the physical and logical systems of GRUPOTEL, its suppliers or third parties; 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. Not remove, alter, evade or manipulate any protection device or security system that was installed on the pages of this Website. **Liability disclaimer.** This Website is provided ?as it is? and is used at the User?s own risk. Therefore, neither GRUPOTEL, nor its directors, employees, suppliers or collaborators are liable for damages of any nature, either direct or indirect, resulting from use of the Website, expressly excluding GRUPOTEL, to the extent provided for by law, any warranties, whether express or implied.
GRUPOTEL does not guarantee the availability or accessibility of the Website, although it will make all reasonable efforts in this regard. Sometimes interruptions may occur for as long as necessary to carry out the corresponding maintenance operations.

GRUPOTEL is not liable for any damage resulting from interference, interruptions, computer viruses, telephone breakdowns or disconnections due to causes beyond the company’s control; delays or blockages in the use of this electronic system caused by deficiencies or overloads in the data processing centre, telephone lines, the Internet system or other electrical systems; nor any other changes that may be made to Users? Software or Hardware. Nor does it guarantee the absence of viruses, malware, Trojan horses or other elements that may cause alterations in the computer system, documents or User files, excluding any liability for damages of any kind caused to the User for this reason. Similarly, GRUPOTEL is not liable for damages caused by third parties through illegal interference beyond its control.

Nor is it liable for damages caused by the use or misuse of the content of the Website, nor for any consequences arising from errors, defects or omissions in the content appearing on this Website provided by the Users themselves or other third parties. GRUPOTEL does not assume any obligation or liability in respect of those services not provided directly. External links. Under no circumstances shall GRUPOTEL assume any responsibility for the content of links belonging to another website, nor shall it guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, accuracy, validity or legality of any material or information contained in any such links or other Internet sites. Likewise, the inclusion of these external connections shall not entail any type of association, merger or partnership with the related entities. Denial of access. GRUPOTEL reserves the right to deny access to the Website to those Users who violate these terms and conditions, in the event of unexpected technical or security problems, or in compliance with a requirement and/or a police, judicial or administrative order. Such cancellation or suspension will be made at the sole discretion of GRUPOTEL and will not lead to any compensation.

Intellectual property and copyright. Without prejudice to the content on which third parties hold intellectual property rights, the Website’s intellectual property rights, the domain name, its source code, design and browsing structure and elements contained therein (including images, sound, audio, video, software and texts, trademarks and logos, colour combinations, structure and design, etc.) are owned by GRUPOTEL, which has the exclusive right to exploit them in any way and, especially, the rights of reproduction, distribution, public communication and transformation, as provided for by the Intellectual Property Law in force. Reproduction, distribution and public communication, including any means of making available all or part of the content of this website, on any medium or by any technical means, are expressly prohibited, without the authorisation of GRUPOTEL or, if applicable, the third parties holding the intellectual property rights or copyright on the content concerned. Notwithstanding the foregoing, Users of the website can view the elements that it contains and even print, copy and store them on the hard drive of their computer or any other physical medium, provided that it is solely and exclusively for personal and private use. Those entities or persons who, upon obtaining the authorisation of the owner of this website, try to establish a link with it, must guarantee that it only allows access to this website or service but does not reproduce its content or services.

Nullity of the clauses. Should one of the clauses of these terms and conditions of use be declared null, it shall only affect that provision or that party that has been so declared, while that provision shall be deemed severable from the remaining provisions and shall not affect their validity or enforceability. Acceptance. Access to the Website and its use necessarily mean that each and every one of these terms and conditions of use are expressly accepted by you. Applicable law and jurisdiction. Without prejudice to the rights granted to consumers by Royal Legislative Decree 1/2007, of 16 November, this website shall be governed by Spanish law, excluding its conflict of laws rules, and any dispute arising from its use or services linked to it shall be submitted to the jurisdiction of the Courts and Tribunals corresponding to Grupotel?s registered address, the Users expressly waiving any other jurisdiction that may apply to them.

The European Commission makes a platform for online dispute resolution available to consumers, who can access it through the following link: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage

Version 1.0 ? June 2016