

LEGAL STATEMENT & PRIVACY POLICY

This website belongs to **HOTELBEDSPAIN, S.L.U.** (hereinafter trading under the brand “HOTELEXTRAS”), a legally-constituted Spanish company, wholesale travel agency, based in Palma de Mallorca 07007 (Spain), Complejo Mirall Balear - Torre A, 5^a. Planta, 6A - 7A, Camí de Son Fangos, 100, with licence number BAL 429 M/D, tax identification code B-28916765, and registered in the Mercantile Register of Mallorca (page PM-44863, volume 2007, and folio 118).

HOTELEXTRAS shall be able to offer transfer, excursion, ticket, group special offers, car rental and other destination services (Collectively referred to as “Travel Services”) through HOTELEXTRAS website (www.hotelextras.com), subject to established contract conditions and general conditions stated on the web and according to prices and cancellation conditions displayed when making each reservation, depending on prevailing conditions, availability and other factors. The website will inform you about the procedure for making reservations.

The HOTELEXTRAS product shall be sold to Tourism Service Suppliers (hereinafter referred as CLIENT) and by visiting, using or ordering from the website www.hotelextras.com, the CLIENT expressly consents and agrees to be bound by HOTELEXTRAS Terms and Conditions, legal statement and privacy policy, and to follow all applicable laws and regulations governing this website and reservation transacted via HOTELEXTRAS website (www.hotelextras.com).

The website will inform the CLIENT about the procedure for making reservations.

This legal statement and privacy policy is an integral part of our website, which cannot be separated from the general contracting conditions, operations or reservations.

The use of our website indicates complete acceptance, without exclusion, of the conditions contained in these clauses and is proof of express consent to contract the service booked.

Therefore, any booking that the CLIENT makes through this website is conditional on the CLIENT accepting these General Terms and Conditions and the legal statement and privacy policy (the “Terms and Conditions”).

The CLIENT hereby shall commit to

- Only use the website to make legitimate enquiries or bookings for the CLIENT or any other person for whom the CLIENT is legally authorised to act.
- Warrant that its user of the codes will be at least 18 years of age or over and have legal capacity to use the HOTELEXTRAS site and to create a legally binding contract for the CLIENT.
- Warrant that all personal information submitted during the bookings process will be correct and CLIENT accepts financial responsibility for all transactions made under CLIENT name or account.

The CLIENT shall not:

- post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or otherwise illegal, or may cause an infringement of the rights of any other;
- make any other unauthorised, false or fraudulent booking;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- deface, alter or interfere with the appearance and layout of this website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;

Without prejudice to any of HOTELEXTRAS other rights, HOTELEXTRAS reserves the right to deny the access to this website and/or cancel the bookings wherever and whenever HOTELEXTRAS believes (in HOTELEXTRAS absolute discretion) that the CLIENT is in breach of any of the HOTELEXTRAS Terms and Conditions and Privacy policy.

PERSONAL INFORMATION AND DATA PROTECTION

With strict observation and in compliance with the requirements set forth by the European Directive 95/46, and completed by European Directive 2002/58, and/or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by its initials PDPR –personal data protection regulation-); HOTELEXTRAS agrees to protect the personal data and to manage that personal data properly as an important duty for HOTELEXTRAS.

During the application and registration as a CLIENT in HOTELEXTRAS, the CLIENT may disclose company data and personal data regarding the User who will represent the CLIENT and will receive necessary access codes from HOTELEXTRAS website. The CLIENT hereby commits to be responsible for the management and administration of said access codes, and accepts financial responsibility for all transactions made under CLIENT name or account.

The personal information that HOTELEXTRAS may collect from the service supplier, as well as any personal data which, in the use of this system, the CLIENT may disclose to HOTELEXTRAS shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The CLIENT hereby commits to provide accurate data and updated it if necessary in such a way as to give a true picture of the current situation of the final consumer.

The CLIENT hereby warrants that it has all the necessary consents and authorisation from the data subject for the transfer of such personal data to HOTELEXTRAS and authorizes HOTELEXTRAS to proceed with all the subsequent transfers of data in order to complete the request and booking of the travel services.

HOTELEXTRAS and the CLIENT shall undertake to observe professional secrecy regarding such data, even where the booking has been cancelled or performed and to ensure that the staff performing the services is abided by the aforementioned obligation.

HOTELEXTRAS and the CLIENT shall state and guarantee that they have installed the technical and operational security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling and/or unauthorised access thereto, bearing in mind the status of technology, the nature of stored data and risks to which it is exposed.

The CLIENT hereby give express consent to allow the incorporation of any data provided to the files of existing personal data in HOTELEXTRAS and to the treatment of such for the purpose of management, administration, mediation and contracting of the services offered by HOTELEXTRAS, the management of the bookings and the collection of products and services through HOTELEXTRAS, call centres; the management of incidences and/or statistics.

The Person in charge of these files is: HOTELBEDS, S.L.U. with company address at Palma de Mallorca (Spain), Complejo Mirall Balear, Camí de Son Fangos 100, Torre A – 5^a Planta, and C.P. 07007. These files are registered with the Spanish Data Protection Authority (AEPD) (<http://www.agpd.es>).

If the CLIENT should wish to exercise rights of access, rectification, cancellation or opposition granted by the PDPR, the CLIENT may address inquiries@hotelextras.com or send a signed letter to HOTELEXTRAS indicating the performance requested regarding personal data and a copy of the relevant Identification Card or passport of the CLIENT's user who is requesting this performance.

HOTELEXTRAS and the CLIENT specifically undertake the following in the event that they have access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee the security thereof, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.
- To only use or apply the data to perform the agreed services and to achieve the agreed purposes.
- Not to pass on such data to other parties, not even for the purpose of safekeeping, nor any similar texts, assessments or processes mentioned above, nor to copy or reproduce part or all of the information, results or lists thereof.
- To ensure that the data is only handled by employees who need it to perform the services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation.
- Once the services have been provided, they undertake to destroy such data or return it thereto, along with any supports or documents containing such information and they must not retain any copy whatsoever thereof.

The CLIENT hereby authorizes HOTELEXTRAS to disclose final consumer's information to third parties for the sole purposes of completing the final consumer's reservation and of associated administration. Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested services.

Where the final consumer's stay or travel services are provided/rendered outside the European Economic Area (EEA) or out of the scope of the U.S.-European Union Safe Harbor Framework, controls on data protection may not be as strong as the legal requirements in PDPR. Therefore, the CLIENT also explicitly authorizes HOTELEXTRAS to pass that information to any service supplier located in countries which do not provide a level of protection comparable to that provided by this PDPR, for the purpose of processing the booking request. Nevertheless, HOTELEXTRAS will not pass any information on to any person not directly responsible for travel arrangements.

In the event of a breach of these commitments or any obligation derived from PDPR by the CLIENT as data controller, including by its employees or, as the case may be, by any contracted third parties, the CLIENT shall be considered responsible for the controlling/processing thereof and specifically fully accepts all responsibility and liability for any claims against HOTELEXTRAS due to any kind of administrative sanctions being imposed by the relevant authorities, as well as any damages or losses in judicial or non-judicial proceedings brought against HOTELEXTRAS including, in any case, the costs of the fees payable to Legal Counsel, Court Liaisons or any other professionals, and such breach of contract by the CLIENT of that stated in this clause shall also be specifically considered just cause for early termination of the rendered services.

CONFIDENTIALITY

CONFIDENTIAL INFORMATION

Confidential information shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other form that is already in use or that could be invented in the future, which each party notifies or provides to the other or that the latter may have access to with or without the knowledge and/or express consent of the other party.

Therefore, confidential information shall be deemed as the following and will include, but not be limited to: any data bases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies, departments and headquarters, computer programs, copies, routines, sources, functional and organisational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to HOTELEXTRAS or available in its website that the CLIENT may have access to, telephone numbers, fax numbers, email addresses, addresses of residences, signatures, ID or passport copies, credit card details, personal

preferences, disabilities, or any special dietary or religious requirements or any other information related to the final consumer which the accommodation establishment or service supplier may need access to for the sole purpose of completing the reservation and for the purposes of associated administration.

Under no circumstances may the following be considered as confidential information:

- Any information that is contained in public bibliography or that may become public knowledge, unless it becomes public knowledge due to a breach of the agreement by one of the parties.
- Any information or know-how provided by third parties.
- When disclosure is required by law.
- Disclosure of any information at the request of Courts or Tribunals
- Information referring to economic data or any other kind that must be submitted to the State, local or autonomous authorities due to tax or labour requirements and administrative contracts.

NON-DISCLOSURE

Total or partial disclosure of any of the confidential information to which the CLIENT may have access to third party individuals or companies by means of contracting and performance of its services shall be expressly prohibited.

The CLIENT guarantees that its employees, customers, suppliers, sub-contractors and any other parties related to the agreements between HOTELEXTRAS and the CLIENT fulfil the confidentiality commitments contained in this document. The required measures must be adopted for such purpose and the CLIENT shall be responsible for any claim or damages caused by the non-fulfilment of this obligation.

The CLIENT undertakes to fulfil these confidentiality commitments from the date this agreement is signed and to continue to do so whether the relationship between the parties is in force or not.

OWNERSHIP AND OTHER RIGHTS

OWNERSHIP

The CLIENT acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all commercial names, trade names, copyrights, logos, patents, trademarks, service marks and trade secrets) in HOTELEXTRAS website (including without limitation its terms and conditions, rules, policies and operating procedures, and HOTELEXTRAS' Confidential Information -as defined above-), received or acceded are the exclusive property of HOTELEXTRAS or its suppliers.

The CLIENT acknowledges and agrees that, except hereby stated, they shall not acquire any right or interest in the information or data acceded and that HOTELEXTRAS shall remain the sole owner of the information or data including, but not limited to, all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world.

All trademarks, copyright, logos, database rights and other intellectual property rights in the materials on this website (as well as the organisation and layout of this website) together with the underlying software code are owned by HOTELEXTRAS or its suppliers. The CLIENT and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or belonging to HOTELEXTRAS or the underlying software code whether in whole or in part without HOTELEXTRAS' prior written permission.

In the event that there is any misuse of any Intellectual Property owned by HOTELEXTRAS (including without limitation all trademarks, service marks, logos, commercial names, etc.) without HOTELEXTRAS' consent or license; all bookings and sales will be stopped, and HOTELEXTRAS reserves its right to take any legal action pursuant the protection of its legitimate interest.

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HOTELEXTRAS shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements.

The CLIENT acknowledges and agrees that the sole disclosure of or access to the information or data available in this website does not constitute an offer by HOTELEXTRAS for the sale, license or other transfer of such elements.

CONTENTS DISCLAIMER

The information on this site is posted in good faith but HOTELEXTRAS cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on this site. The information on the hotels and other services provided by HOTELEXTRAS is accurate as possible given that the data is provided by the service supplier; HOTELEXTRAS is not liable for any inaccuracies in the information if shown to be different from that provided by the service supplier.

This website contains links to other websites. Except where they belong to HOTELEXTRAS, such other websites are not under the control of HOTELEXTRAS or maintained by HOTELEXTRAS and HOTELEXTRAS is not responsible for the content of such websites.

In no event shall HOTELEXTRAS be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of this website or any information contained in it or the inability to access to, including loss of profit and the like.

Service suppliers on this site are independent businesses and are not agents or employees of HOTELEXTRAS or its subsidiaries or affiliates. These independent businesses provide the services in accordance with their own terms and conditions which may limit or exclude their liability to the CLIENT or the final consumer. HOTELEXTRAS and its subsidiaries or affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. HOTELEXTRAS and its subsidiaries or affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

To the maximum extent permitted by law, HOTELEXTRAS disclaims all implied warranties with regard to the information, services and materials contained on this website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

COOKIES

Access to HOTELEXTRAS may involve the use of cookies, although the website can run without the use of cookies. Cookies are small files of information stored on the browser of each user so that the server can recognize certain information that only the server can read. Cookies last for a limited time. No cookies can permit any telephone, email or other identification details to be revealed. Cookies cannot extract any information from the user's hard drive or steal personal information. The only way that a user's private information can form part of a cookie file is if the user personally gives this information to the server.

Although cookies help HOTELEXTRAS to optimise CLIENT's booking process, CLIENTS who do not wish to receive cookies or wish to be informed of their presence, can configure their browser to that effect.

OUR COOKIES

Application Cookies: These cookies allow us to make sure you get the best possible experience on our website. They're essential for you to be able to search the product.

JSESSIONID

MSESSIONID

Analytical Cookies: These cookies help us understand how our customers are using the website, so we can make things better. We also monitor which of our marketing activities traffic to our websites using cookies. We use this data to reward our partners if you make a booking with us.

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Marketing cookies: Marketing cookies can be used by us and our partners. They allow us to interact with you once you've left our website by showing you adverts for example.

PREF

REFUSING COOKIES AND CHANGING YOUR MIND AFTER YOU'VE ACCEPTED

You can change your browser settings to accept or refuse all cookies, choose which cookies you want or don't want, or ask to be notified when a cookie is set. Use the help feature in your browser to see how.

In you change your mind after you've accepted our cookies, you'll find an option within your internet browser to clear cookies that have already been set. Use the help feature in your browser to see how. You'll then need to change your browser settings to refuse cookies in the future.

NEWSLETTERS

HOTELEXTRAS does not automatically subscribe users to our newsletter. In order to receive this, the CLIENT has the option to subscribe and be informed by email of news and hotel offers. If the CLIENT would like to unsubscribe from our newsletter at any time, CLIENT can advise HOTELEXTRAS on the unsubscribe option of our website.

LINKS

Links on HOTELEXTRAS to third party websites may exist for information purposes only. Such sites are independent from HOTELEXTRAS, which is not responsible for and does not endorse the material contained therein.