



GENERAL CONDITIONS OF BOOKING AND/OR PURCHASING

By using our online reservation service you are booking a tourist accommodation under the following terms and conditions:

Together with our other terms and conditions, the present General Conditions establish the legal frame that regulates service contracting through the website WWW.APARTAMENTOSPORTOFINO.COM, consisting of hotel accommodation services offered through the website WWW.APARTAMENTOSPORTOFINO.COM, owned by the company EXTESA S.A, a legally incorporated entity with registered offices at CALLE RAMON DE MONCADA Nº 27 07180 SANTA PONÇA, BALEARES and corporate tax ID number (CIF) A07150220, registered at the Commercial Registry of , volume , folio , page , book , section .

The present contracting conditions aim to regulate the contractual terms applicable to the contracting/reservation of services offered by the company through the web, as well as the corresponding monetary compensation and/or payment made by the client to the company.

Before initiating the contracting process and with the help of technical means that are adequate for the used communication channel, the company offers to the recipient of the service the following permanent, easy and cost-free information in a clear, comprehensive and unambiguous way:

- a) The different steps and procedures to follow to accept the present general contracting conditions.
- b) An electronic file containing the present general contracting conditions that shall be accessible at all times.
- c) The company puts at the disposal of the client the technical means necessary to identify and correct errors.



- d) These general contracting conditions were drawn up and are formalised in Spanish.
- e) Before initiating the contracting process, the company makes available to the client the general contracting conditions in a way that allows the client to save and reproduce them.
- f) Furthermore, the online contracting of services offered by the company through the present website shall be subject to the provisions outlined in the legal notice and/or privacy policy of the website.
- g) The present General Contracting Conditions are set forth according to the regulations of Law 34/2002 on services of the information society and e-commerce, with the modifications of Law 32/2003 from November 3 on general telecommunications, Law 59/2003 from December 19 on electronic signature, Law 25/2007 from October 18 on the retention of data regarding electronic communications and public communications networks, Law 56/2007 from December 28 on measures to promote the information society and Law 2/2011 from March 4 on sustainable economy; Royal Decree-Law 13/2012; Law 7/1998 on general contracting conditions, Royal Decree 1906/1999 regarding telephone and electronic contracting with general conditions, as a development of article 5.3 of Law 7/1998, Law 26/1984 on the defence of consumers and users and specifically the Royal Legislative Decree 1/2007 from November 16 and Law 18/2012 from July 19 regulating tourism on the Balearic Islands, Law 7/1996 on electronic communications and all those rules and regulations which are similarly applicable.
- h) The selling of any of our company's tourist accommodation services through our website implies that the client accepts without any reservation all and each of our General Contracting Conditions, the General Conditions regarding the use of this site, as well as, if it is the case, the Particular Conditions that may be applicable in that case.
- i) The company informs the client that the steps and procedures that have to be followed in order to contract the offered services are those ones which are described in the present



general conditions, as well as those other specific procedures which are indicated during the navigation on this site. Therefore, the client declares that it knows and accepts the said steps and procedures which are necessary in order to access the hotel accommodation services that are offered.

j) The company will store all the information that was provided during the contracting process. Any modifications or corrections of data provided by the client during the navigation process need to be made according to the instructions included in this website.

k) When submitting its data, the client gives its express consent to the treatment of its personal data in order to contract/reserve the offered hotel accommodation.

The client contracts the hotel accommodation of the company, and the company accepts the order of rendering the services that were ordered through the web, in accordance with the conditions of the present contract referring to the price, the general conditions and the particular conditions of the selected service/s.

The Vendor reserves the right to unilaterally modify the said Conditions, without this affecting the services or promotions that were contracted prior to the introduced modifications.

I.- IDENTITY OF THE VENDOR

The Vendor of the services contracted by the user is the company EXTESA S.A, a hotel company that provides hotel accommodation services.

The website WWW.APARTAMENTOSPORTOFINO.COM is registered under the name of the company EXTESA S.A. The trade mark is duly registered under the name of the company.



II.- PURPOSE OF THE CONTRACTING CONDITIONS

The purpose of the present contracting conditions is to set forth the conditions for the selling and/or reservation of services contracted through the website EXTESA S.A. The conditions shall regulate the contractual relationship between the Vendor and the Purchaser regarding the selling/reservation of hotel accommodation, being this relationship initiated from the moment in which the Purchaser accepts/marks the corresponding checkbox during the online purchase process. The specific features of the contracted services are listed on the corresponding pages of this website, together with the particularities of each operation that may be carried out in this web environment, always in Spanish language.

By contracting any of the services and/or products through the website WWW.APARTAMENTOSPORTOFINO.COM, the purchaser accepts and shall be bound by the present General Sales Conditions in their totality.

The company provides hotel accommodation reservation and/or selling services, always provided by the company EXTESA S.A. This reservation and/or sale of hotel accommodations shall be regulated by the Contracting Conditions listed herein and by the Particular Conditions that may be applicable, if it is the case, to each of the offered products and services.

The prices applicable to the contracted products and/or services are those prices which are indicated on the website at the date of booking and/or contracting. All prices include VAT (the Value Added Tax is in each case already included in the price). Offers will be duly marked and identified as such, indicating in a convenient manner the original price and the price of the offer.



All means and technical requirements that are necessary to access the web, the website and the services and/or products offered therein shall be the sole responsibility of the user, who shall bear also any possible expenses or taxes which may arise from the provision of such services.

After having accessed the website and in order to be able to use the different services provided, the user shall follow all the indications and instructions that appear on the web; in order to proceed, the user shall accept/fill out the Particular Conditions and other forms that are set forth for each service, which implies that the user has read and accepted all the General Contracting Conditions, as well as, if it is the case, the Particular Conditions that may be applicable.

III.- PURCHASING AND/OR BOOKING PROCESS

The contracting of services shall be done by specifically selecting the desired accommodation type, using the purchase and/or booking selection functionalities that are installed on the website.

The selection and verification of the purchase and/or booking request implies that you have expressly accepted all and each of the contracting conditions, in the form that these were published on the company's website prior to your acquisition of the requested service rendering.

From the moment of acceptance, the user acquires the condition of Client of the Company which is described in these General Conditions. The provision of any services, products and/or reservations that are offered subsequently by the company shall require a new contract.

It is recommended that the user/client carefully reads the present General Conditions and prints out the document in paper or saves the electronic document.



In order to contract the services offered through the website WWW.APARTAMENTOSPORTOFINO.COM and/or in order to access specific services of the site, the user shall register its personal data including its e-mail. At the moment when your data is registered in our server, or when you enter into a contractual relationship with us, your personal and professional data, your address and the data about the payment method you used are incorporated into our database. The aforesaid data will exclusively be used to process the contracted service during the selected period and to send you information regarding offers or information that could be of your interest during the term of the contract. You have the possibility to modify at any time the data you have registered with us as a client (address, contact telephone number, e-mail, etc.).

We hereby inform you that, in accordance with the requirements of article 27 of the Law 34/2002 on services of the information society and e-commerce, the contracting process consists of the following steps:

1. In order to initiate the contracting of an accommodation service through the website WWW.APARTAMENTOSPORTOFINO.COM, the user shall select one of the offered accommodation services/hotel rooms which are displayed on the website, proceeding with the booking by selecting the arrival and departure dates. The user can visualise and control the selected accommodation: The selected product, booking dates and price (including VAT) will be displayed on the page.

After having finished the selection of the accommodation and the entrance/exit dates, the user shall complete and finalise the booking and/or purchase process. At this point, the user shall introduce its data and proceed with the selection of one of the accepted payment and/or reservation methods. In the case of choosing payment and/or reservation by credit card, the user shall introduce its selected credit or debit card data and accept the general contracting and/or booking conditions. As a next step the selected booking conditions will be displayed, as well as the price, which in this case INCLUDES THE VALUE ADDED TAX (VAT).



2. In order to make the booking and/or payment the user must have already filled in all the selected data and accepted the general contracting conditions. To this end, the client must fill in a form with the required data. The obligatory fields are marked with an asterisk and include data which is indispensable for the purchase process.

Likewise, by means of selecting the corresponding checkbox, the user may request the reception of newsletters and offers sent by the company EXTESA S.A

3. The Vendor accepts the following payment and/or reservation methods: CREDIT CARD (A-VISA B-MASTERCARD .)

4. To complete and finalise the process, the user shall confirm the contracting and/or booking.

IV.- SERVICES/PRODUCTS

The accommodation that is sold through the website is described on the site as detailed as possible, including the features of the hotel accommodation that is contracted and/or booked through the site. The appended particular conditions are applicable for the hotel accommodations that are offered through the website.

V.- PRICES AND AVAILABILITY OF THE SERVICES

The prices that apply are the ones that are published for each hotel accommodation service on the website WWW.APARTAMENTOSPORTOFINO.COM, indicated below each accommodation depending on the selected dates. The prices are shown in Euros (EUR).

After having selected the requested hotel accommodation service that will be reserved and/or contracted, and before the purchaser accepts the operation, the following items will be clearly specified: The price of each selected and/or contracted service and/or the expenses applicable to the said operation, as well as the promotions and/or discounts that may be applicable, if it is the case.



The Vendor reserves the right to modify its prices at any time. If there was a modification in the selling and/or booking price, the products and/or services will be invoiced according to the price that was valid at the date of registry of the contract and/or reservation.

An invoice will be issued to the name of the user and/or client for all payments made to the Vendor.

For any additional information regarding the contracted service, the Vendor puts at the disposal of the user a customer service number 0034971000000 . Information may also be requested via e-mail by sending a message to: gcolom@aptosdeya.com; jmartinez@aptosdeya.com

VI.- VALIDITY OF THE OFFER

The offers that are published on the website and/or the services offered through the site will be available until any change is made in the offer and/or service, which, in case of implementation, will be announced one week in advance.

VII.- BOOKING METHODS

The Vendor accepts the following booking and/or payment methods: CREDIT CARD (A-VISA B-MASTERCARD .)

VIII.- WITHDRAWAL AND CANCELLATION RIGHTS

The contracting party is considered a consumer and user and, according to article 68 of the Royal Decree 1/2007, disposes of the right of withdrawal which may be exercised within a period of 14 days. Pursuant to article 71 of the Royal Decree 1/2007 and considering that the purpose of this contract is a service rendering, the 14-days-period to exercise the right of



withdrawal shall be counted beginning with the date on which the present contract was concluded, being considered so from the moment of express acceptance of the present contracting conditions. In order to exercise its right of withdrawal from the contract, the client may use any of the following communication means:

a) By telephone, dialling 971696404.

b) By e-mail, sending a message to the following address: gcolom@aptosdeya.com; jmartinez@aptosdeya.com. By using the withdrawal form which may be downloaded here and sent by e-mail to the following address: gcolom@aptosdeya.com; jmartinez@aptosdeya.com. In this last case, the client must indicate the following words in the subject line of the e-mail: WITHDRAWAL FORM.

- NON-REFUNDABLE

- In case of this selected booking, the company will charge 100 % of the total booking price at the moment of confirmation of the booking cancellation. This is a non-refundable payment: In case of cancellation or non-presentation (failure to arrive), the paid amount will not be refunded.

- COST-FREE CANCELLATION

- In case you select this booking, if you cancel your reservation the company will not charge you any type of cancellation fees, as long as you cancel your booking one day before your arrival to the hotel. If you cancel the booking outside the established term or at the same day of arrival, the cancellation fees that will be applied will equal the price of an overnight accommodation. In case of lack of arrival the whole booked period will be charged.



IX.- In case the contracting took place in consent, and the other requirements necessary to achieve its effectiveness were also fulfilled, the contracts shall be considered as concluded and shall be completely effective in accordance with the applicable laws. The contracts shall be regulated by the provisions set forth in article 23 and 24 of the Law on services of the information society (LSSI), the Spanish Civil Code and Commercial Code, as well as the other civil or commercial regulations regarding contracts. The contracts concluded between the parties shall be deemed to have been executed in the place where the company has its registered office and/or establishment.

X.- MODIFICATIONS

As a consequence of new economic and/or commercial circumstances that require a change, or due to amendments, changes and enactments of laws, regulations and implementing provisions regarding the rendering of the service and/or aspects related to it, the company reserves the right to modify or replace the present Contracting Conditions at the expiration of the contract.

The company commits itself to make all possible efforts to maintain an acceptable level of compliance with regard to its contractual obligations.

Scope of liability



The company will not be responsible for problems that may occur due to lack of access or problems inherent to Internet connectivity or electricity networks, whose causes lie outside the control of the company or that could not have been foreseen by the parties. Likewise, the company will not be responsible for causes that, despite of being foreseeable, could not be avoided although all reasonable efforts were undertaken in this respect, or causes that are considered fortuitous or causes of force majeure. The company will not be responsible for errors that may occur due to the booking engine. According to the aforesaid, the company will not be responsible for those bookings made by the client which were made at a price that is below the market price due to an error in the website of the company who manages our bookings.

Fortuitous events and force majeure

Pursuant to article 1105 of the Spanish Civil Code, the company will never be responsible for delays in the performance of its obligations or failure of their fulfilment if such non-performance arises due to a fortuitous event or an event that constitutes a case of force majeure. If this occurs, it shall be communicated to the other party in the shortest possible timeframe.

XI.- MODIFICATIONS OF THE WEBSITE

The Vendor reserves the right to make in its website WWW.APARTAMENTOSPORTOFINO.COM, without prior notice, the modifications that it deems appropriate. The aforesaid modifications may include simple changes, as well as eliminations or additions of contents and services that are offered through the website, including the way of presentation and the placement of the information on the pages of the web.

XII.- PROTECTION OF INTELLECTUAL PROPERTY



The website WWW.APARTAMENTOSPORTOFINO.COM is the property of EXTESA S.A. The trade mark is duly registered under the name of . Likewise, the company EXTESA S.A is the owner of the website WWW.APARTAMENTOSPORTOFINO.COM, including, but not limited to its programming, information edition, compilation, designs, logotypes, text and graphs that are protected by national and international regulations regarding intellectual and industrial property. For this reason, the holder of the rights expressly prohibits the partial or whole reproduction or use by third parties (by any physical or electronic means), except as otherwise provided in a written agreement or authorisation in this respect.

The access of this website on the part of the user does not grant the user any property rights in the site. The company EXTESA S.A shall initiate the corresponding legal actions against any person knowingly performing without authority any of the above described acts.

XIII.- APPLICABLE LAW AND JURISDICTION

These General Conditions will be governed by and interpreted according to the Spanish law, which will be applicable in all matters that are not expressly established in this document. The parties submit themselves to the jurisdiction of the Courts and Tribunals of Palma de Mallorca for any matter or action derived from the provision of services through this website, its services and contents, as well as from the interpretation, application, compliance or non-compliance of what is established in the present general conditions.

XIV.- PERSONAL DATA

In compliance with the Organic Law 15/1999 of December 13 on personal data protection (hereafter referred to as LOPD), the company EXTESA S.A., with corporate tax ID number (CIF): A07150220, corporate address: CALLE RAMON DE MONCADA Nº 27 07180 SANTA PONÇA,



BALEARES and e-mail address: gcolom@aptosdeya.com; jmartinez@aptosdeya.com, informs the users that, in compliance with the provisions of article 5 of the Organic Law 15/1999 of December 13 on personal data protection (LOPD), the company informs you that your personal data will be included in several mixed files named CLIENTS/ACCOUNTING/WEB USERS. The aim of these files is to enable the company the payment and/or reservation and/or provision of the contracted services, for banking, accounting and fiscal purposes. The entity responsible for the files is the company EXTESA S.A., with corporate tax ID number (CIF): A07150220, corporate address: CALLE RAMON DE MONCADA Nº 27 07180 SANTA PONÇA, BALEARES. Hereby you authorise the entity to process and use your credit card data with the purpose of making the payments and bookings of the contracted services, as well as making the corresponding reservations. This data will be incorporated into a mixed file named CLIENTS/ACCOUNTING/WEB USERS. Likewise, we hereby inform you about your rights to access, rectify, cancel or oppose the treatment of your personal data. This can be done at any time by sending a written notification to the before mentioned address of the company and/or by e-mail to: gcolom@aptosdeya.com; jmartinez@aptosdeya.com

The collected personal data (gathered by different means such as customer surveys, information requested through forms or proceeding from sources accessible to the public) will be processed, computerised and included into the corresponding files which are duly registered at the Spanish Data Protection Agency. The collection and computerised processing of personal data is carried out with the purpose of maintaining the contractual relationship that may be established with the company EXTESA S.A, as well as with the purpose of carrying out information, marketing and other similar activities, with the specification that marketing activities will always be clearly identified as such. Additionally, if the company EXTESA S.A is getting access to personal data whose responsible is the Client, the said company shall be considered as the controller of this data and commits itself to assume its obligations according to the law, especially with regards to its obligations defined in article 12 of the Organic Law on personal data protection in force. The company EXTESA S.A will process the data it has access to according to the instructions of the Client and will not use the before mentioned data for any purposes other than those provided for in this contract. In the same way, we inform you that the above mentioned data may be transferred to those enterprises linked to the company EXTESA S.A, whose activity comprises the production, distribution or marketing of contents and services related to the field, with the aim of maintaining you informed about any novelty, promotion, contest or launching in relation to the products or services they offer.



The user may, at any time, exercise its rights of access, rectification, cancellation and opposition, as recognised under the Spanish Organic Law on personal data protection (LOPD). This may be carried out personally by the user, by sending a written communication to the following address: EXTESA S.A, corporate tax ID number (CIF): A07150220, corporate address: CALLE RAMON DE MONCADA N° 27 07180 SANTA PONÇA, BALEARES