

Hotelverse.

LEGAL NOTICE

1. Identification data

In compliance with the provisions of article 10 of Law 34/2002, of 11 July, on information society services and electronic commerce, we provide below the necessary details of the owner of the website (hereinafter, the "Website") providing the service:

- Name or company name: HOTELVERSE TECHNOLOGIES, S.L.
 - Identity or tax identification number: B-09798729.
 - Residence or address: Carrer Cirugians i Barbers, 25, Edificio A, Planta 1 - 07009 Palma de Mallorca (Spain).
 - E-mail address: hello@hotelverse.tech.
 - Contact telephone number: + 34 871 852 635.
- / Registered in the Commercial Registry of Mallorca. VOLUME: 2938 BOOK: 0 PAGE: 24 SHEET: PM-93205 ENTRY: 1

2. General conditions of use

The purpose of these general conditions of use and browsing (hereinafter, the "Conditions") is to regulate the relationship between the owner of the Website, as service provider, and the users who access, browse and enjoy the service offered (hereinafter, referred to individually as the "User" or collectively as the "Users").

The Website provides Users with general information about the owner of the Website, its services and activities (hereinafter, the "Content"), all in accordance with these Conditions. As this is a professional website, its content is not intended for Users who are minors.

If the user continues browsing and making use of the services we offer through our Web Page, he/she accepts these Conditions of Use without reservations of any kind.

The owner of the Website reserves the right to modify these Terms and Conditions at any time and at its sole discretion, and we therefore advise the User to review them frequently.

3. Website access and registration

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Access to most of the contents of the Website is completely free of charge and does not require prior registration, although there may be particular sections or services that require prior registration, and where appropriate may involve the payment of financial amounts, of which the user will be informed beforehand, and must accept the corresponding contracting conditions.

The user must be over eighteen (18) years of age. Access to the Website by minors is prohibited. However, in the event of access to the Website by a minor, it shall be presumed that such access has been made with the prior express authorisation of his or her parents, guardians or legal representatives, without prejudice to the Provider's right to carry out any checks it deems appropriate.

Under no circumstances shall the Provider be liable for the veracity of the registration data provided by users, and each user shall be solely responsible for the possible consequences, errors and failures that may arise from the lack of quality of the data.

4. Intellectual and industrial property

i. Legal protection of content

The owner of the Website is also the owner of the intellectual and industrial property exploitation rights of the Website, including all the Content and elements thereof (by way of example, texts, images, audio and videos) available from the Website, as well as those hosted on third party sites, either because they are owned by the owner or because the owner has obtained the appropriate rights for their use. Likewise, the owner has obtained the appropriate authorisations relating to the image rights of those who appear on its Website.

The total or partial reproduction, copying or distribution of the Content is prohibited without the express authorisation of the owner. Under no circumstances shall it be understood that access and browsing by the User implies a waiver, transmission, licence or total or partial transfer of said rights by the owner of the Website. Likewise, it is forbidden to modify, copy, reuse, exploit, reproduce, publicly communicate, transmit, use, process or distribute in any way all or part of the Contents and elements of the Web Page for public or commercial purposes, without the express written authorisation of the owner of the same.

Therefore, in accordance with the previous paragraph, the User may, in addition to viewing the Contents and elements of the Web Page, print, copy

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or download them, provided that such actions are intended exclusively for his or her personal and private use.

The use of the Holder's contact details (postal address, telephone number, e-mail address) for the sending of any type of commercial communication is also prohibited, unless prior authorisation has been obtained in accordance with the applicable regulations.

ii. Trademarks and associated logos

The trademarks incorporated in the Web Page belong to their owner or to third parties, with their authorisation for their use in the Web Page.

Those who browse the Website are prohibited from using such trademarks, logos and distinctive signs without the authorisation of the owner or licence to use them.

5. Responsibilities

i. Suspension of the website

The operation of the website is based on servers of service providers, connected by means of public and private communications infrastructures.

The owner of the Website will make every effort to ensure the proper functioning of the Website, however, it cannot guarantee the absence of interruptions for technical reasons for the purpose of carrying out repair and/or maintenance work or lack of coverage or failures in the equipment and/or networks necessary for the transmission of data, which are beyond its control.

Thus, access to the Website may be suspended for reasons of force majeure (unforeseeable causes or causes which, foreseen or foreseeable, are unavoidable) such as those set out below by way of list, but not limitation:

- a. Failures in the electricity or telephone network supply,
- b. Virus attacks on the servers that support the Website.
- c. User errors in accessing the website.
- d. Fires, floods, earthquakes or other acts of nature,
- e. Strikes or labour disputes,
- f. War or other situations of force majeure.

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The Owner of the Website is exonerated from any type of responsibility if any of the circumstances indicated in this stipulation should materialise.

ii. User responsibility

The User shall use the Website at his/her own risk. By accessing the Website, the User undertakes to use it in accordance with the provisions of the applicable legislation and codes of ethics, as well as the conditions contained in these Terms of Use.

The breach of any of the rules included in these Conditions or of the legislation on which they are based shall give rise to the liability of the User to the owner of the Web Page and/or third parties for any damage or harm that may be caused as a consequence of said breach, regardless of whether this implies the materialisation of an unlawful act, an administrative sanction, a fault or a crime and shall entitle the owner of the Web Page to, where appropriate, demand its liability in the civil, administrative, labour or criminal sphere that may be applicable.

iii. Holder's responsibility

The owner of the Website shall not be liable for any damage caused to the User or third parties as a result of a breach attributable to the User, nor for the alteration of the User's equipment.

Likewise, neither does it assume any responsibility for illegitimate intrusions by means of the use of computer viruses or any other, whatever their origin, the improper use of the Web Page by the User or security errors caused by the incorrect functioning of the terminal equipment used by the User.

6. User obligations

The User is fully responsible for the access and correct use of the website, and especially of his/her profile. This use must comply with current legislation, as well as with the principles of good faith, morality, good customs and public order.

The User may not, at any time, modify, alter or delete any data, information, content or element or content included in the Web Page.

Users must use the services made available to them in a diligent, correct and lawful manner. Under no circumstances may they disseminate content or propaganda of a racist, pornographic, xenophobic nature or that in

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general advocates criminal, violent or degrading acts against people and fundamental rights.

The User may not include software, viruses, malware or any other agent harmful to computer systems that may damage or alter the devices or terminals of the company or other Users.

The User may not use the Website to slander, defame, intimidate, violate the right to self-image or harass other Users, and shall in any case refrain from using the e-mail accounts of other Users.

The User shall be solely liable for any damages that may be caused by failure to comply with the conditions and obligations set out in these Conditions.

The User is prohibited from transmitting, including or disseminating advertising of himself or of third parties by any means available on our Website, if he has not obtained the express authorisation of the owner of the same.

7. Hyperlinks

Any references on the Website to other websites of third parties are for information purposes only. The owner of the Web Page does not develop or manage these pages, nor is it the owner of the Internet addresses mentioned, unless expressly indicated. Therefore, it shall not be liable for the contents incorporated therein, nor for any damages or losses arising from such access, nor for those generated by the services they provide.

The owner of the Website authorises the establishment of links and hyperlinks from other websites or applications. However, anyone who intends to establish a link between their website and the Website shall do so in accordance with the following conditions:

- a. The web page on which the link is established shall not contain information or content that is illicit, contrary to morality, good customs, public order or any third party rights.
- b. It shall not be stated or implied that the owner of the Web Page has expressly authorised the link or that it has previously supervised, assumed or recommended in any way the services offered or made available on the website or in the app that establishes the link to the Web Page. Anyone browsing the Website is therefore recommended

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to exercise extreme caution when evaluating and using the information, contents and services existing on the linked sites.

- c. The establishment of the link does not imply, under any circumstances, the existence of a relationship between the owner of the Web Page and the owner of the website or app in which said link is incorporated.

8. Protection of personal data

The owner of the Website undertakes to process the User's personal data in accordance with the provisions of the legislation in force in this area. Specifically, it undertakes to apply the provisions of O.L. 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights and the General Data Protection Regulation 679/2016 of 27 April 2016.

Full information on this matter can be found in the terms of our [Privacy Policy](#).

9. Applicable legislation

Those relations established between the User and the owner of the Website shall be governed by the provisions of current legislation in relation to the applicable regulations and the competent jurisdiction, with the regulations of the Spanish legal system being applicable.

In those cases where it is possible to voluntarily submit to a specific jurisdiction, the owner of the Web Page and the User, expressly waiving any other jurisdiction, shall submit to the Courts and Tribunals of the province of Palma de Mallorca, unless otherwise established by law.