

## 1. General information

THIS LEGAL NOTICE (HEREINAFTER "**LEGAL NOTICE**") ARE DESIGNED TO REGULATE THE USE OF THE INTERNET PORTAL SERVICE "WWW.PLAYASDELREY.COM" (HEREINAFTER, THE "WEBSITE"). WE RECOMMEND YOU READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE.

TO COMPLY WITH THE PROVISIONS OF LAW 34/2002 OF JULY 11 ON INFORMATION SOCIETY AND ELECTRONIC COMMERCE SERVICES, THE GENERAL INFORMATION OF THE WEBSITE IS AS FOLLOWS:

**OWNER:** BUTA IN MALLORCA SL

**ADDRESS:** C/JAIME I 76, 07180 SANTA PONSA, SPAIN

**CONTACT:** [INFO@PLAYASDELREY.COM](mailto:INFO@PLAYASDELREY.COM)

**TAX ID:** B-57615957

## 2. Users

ACCESS TO AND/OR USE OF THE WEBSITE IMPLIES THE CONDITION OF WEBSITE USER AND ACCEPTANCE FROM THAT MOMENT IN FULL AND WITHOUT RESERVATION OF THESE TERMS AND CONDITIONS AND ANY APPLICABLE SPECIAL CONDITIONS WHICH MIGHT SUPPLEMENT, MODIFY OR REPLACE THE GENERAL CONDITIONS FOR CERTAIN WEBSITE SERVICES AND CONTENT. PRIOR TO THE USE OF THE SERVICES OFFERED BY THE WEBSITE, IT IS THEREFORE RECOMMENDED THAT THE USER CAREFULLY READ ALL RELEVANT CONDITIONS.

USE OF THE WEBSITE IS ALSO SUBJECT TO ALL OTHER NOTICES, REGULATIONS AND INSTRUCTIONS MADE KNOWN TO THE USER BY BUTA IN MALLORCA BY ANY MEANS WHICH MAY SUBSTITUTE, COMPLETE AND/OR MODIFY THIS LEGAL NOTICE. FOR GREATER FLEXIBILITY IN THE OPERATION OF THE WEBSITE FOR THE BENEFIT OF USERS, BUTA IN MALLORCA MAY MODIFY THE SERVICES PROVIDED AND ANY ASPECT OF THE WEBSITE AS WELL AS OPERATING, TECHNICAL AND SERVICE CONDITIONS FOR USE OF THE WEBSITE SERVICES.

SIMILARLY, BUTA IN MALLORCA MAY MODIFY THESE TERMS OR CONDITIONS AS APPLIED TO ANY SERVICE OR CONTENT, POSTING NOTICE ON THE WEBSITE. CHANGES WILL NOT BE APPLIED RETROACTIVELY AND WILL TAKE EFFECT FROM THE DATE OF PUBLICATION. IF YOU DO NOT ACCEPT THE AMENDED TERMS OF SERVICE , YOU MUST STOP USING THE SERVICE. WE RECOMMEND THAT YOU REGULARLY CHECK THE TERMS OF USE OF THE WEBSITE.

## 3. Use of the website, its services and content

THE USER AGREES TO USE THE WEBSITE AND ITS SERVICES AND CONTENT IN A MANNER CONSISTENT WITH CURRENT LEGISLATION, MORALS, GOOD CUSTOMS AND PUBLIC ORDER, AND NOT TO CONTRAVENE THE PROVISIONS OF THIS LEGAL NOTICE AND THOSE THAT MAY COMPLEMENT, MODIFY OR REPLACE THESE PROVISIONS. CONSEQUENTLY, THE USER MUST NOT USE THE WEBSITE OR ITS SERVICES AND CONTENT FOR ANY ILLEGAL PURPOSES OR PURPOSES HARMFUL TO THE RIGHTS AND/OR INTERESTS OF BUTA IN MALLORCA OR THIRD PARTIES WHICH IN ANY WAY HARM THE NORMAL OPERATION OF THE WEBSITE OR ITS SERVICES FOR THE REST OF ITS USERS, BUTA IN MALLORCA AND/OR ITS IMAGE.

IN GENERAL THE PROVISION OF THE SERVICES DOES NOT REQUIRE PRIOR SUBSCRIPTION OR REGISTRATION OF USERS. HOWEVER, BUTA IN MALLORCA MAY CONDITION THE USE OF SOME OF THE SERVICES UPON COMPLETION OF THE CORRESPONDING USER REGISTRATION OR FORMS. IN ALL CASES, REGISTRATION WILL BE CARRIED OUT AS EXPRESSLY INDICATED IN THE SERVICE OR IN THE SPECIAL CONDITIONS GOVERNING IT, AND THE USER MUST PROVIDE ACCURATE INFORMATION AND KEEP THAT INFORMATION UPDATED AT ALL TIMES. THE USER SHALL BE SOLELY RESPONSIBLE FOR ANY FALSE OR INACCURATE STATEMENTS MADE AND ANY DAMAGES CAUSED TO BUTA IN MALLORCA OR THIRD PARTIES BY THE INFORMATION PROVIDED.

WITH RESPECT TO CONTENT (INFORMATION, TEXTS, IMAGES, SOUND FILES, PHOTOS, DESIGNS, ETC), IT REMAINS PROHIBITED:

ANY REPRODUCTION, COPY, DISSEMINATION, DISTRIBUTION, PUBLIC COMMUNICATION, TRANSFORMATION OR MODIFICATION, UNLESS THERE IS PERMISSION FROM THE LEGAL OWNER OR LEGISLATION.

ANY VIOLATION OF THE RIGHTS OF BUTA IN MALLORCA OR ITS OWNERS THEREOF.

ANY USE FOR COMMERCIAL OR ADVERTISING PURPOSES OTHER THAN THOSE STRICTLY PERMITTED.

ANY ATTEMPT TO OBTAIN THE CONTENTS OF THE WEBSITE BY ANY MEANS OTHER THAN THOSE MADE AVAILABLE TO USERS AS WELL AS THOSE COMMONLY USED ON THE INTERNET, PROVIDED THEY DO NOT CAUSE ANY HARM TO THE BUTA IN MALLORCA WEBSITE AND/OR SERVICES AND CONTENT.

#### **4. Responsibility of users for damages and reasons for exclusion**

USE OF THE WEBSITE IS UNDER THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE USER, BUTA IN MALLORCA BEING EXPRESSLY EXONERATED WITH REGARD TO ANY DAMAGES AND/OR INJURY CAUSED TO THE USER OR THIRD PARTIES BY ANY USE NOT IN LINE WITH THE PROVISIONS OF THIS LEGAL NOTICE AND THE SPECIFIC CONDITIONS THAT IN EACH CASE WOULD APPLY. THIS RESPONSIBILITY INCLUDES THE USE BY THE USER OR ANY THIRD PARTY OF ANY PASSWORDS OR SIMILAR CODES ASSIGNED FOR ACCESSING THE WEBSITE, IF ANY, OR ANY OF ITS SERVICES. WITHOUT LIMITING THE FOREGOING, BUTA IN MALLORCA RESERVES THE RIGHT TO REFUSE, WITHOUT PRIOR NOTICE AND AT ANY TIME, ACCESS TO THE WEBSITE TO USERS WHO VIOLATE THESE TERMS, OR THE PARTICULAR TERMS IN EACH CASE AS THEY ARE APPLICABLE AND FOR ANY BREACH OF LAW, MORALS AND/OR PUBLIC ORDER.

THE EXCLUSION OF USERS DOES NOT CONSTITUTE ANY WAIVER BY BUTA IN MALLORCA OF ANY RIGHT TO CONDUCT ANY APPROPRIATE LEGAL ACTION OR COMPENSATION TO WHICH IT MAY BE ENTITLED.

#### **5. "Hyperlinks"**

THE WEBSITE MAY MAKE AVAILABLE TO USERS LINKS TO OTHER WEB SITES OPERATED AND CONTROLLED BY THIRD PARTIES. THESE LINKS HAVE THE SOLE FUNCTION OF MAKING IT EASIER FOR USERS TO SEARCH FOR INFORMATION, CONTENT AND SERVICES ON THE INTERNET AND IN NO WAY MAY BE CONSIDERED A SUGGESTION, RECOMMENDATION OR INVITATION TO VISIT THEM. BUTA IN MALLORCA DOES NOT SELL, MANAGE, CONTROL, NOR ENDORSE ANY CONTENT, SERVICES, INFORMATION AND DATA AVAILABLE ON SUCH WEBSITES.

BUTA IN MALLORCA THUS ASSUMES NO LIABILITY, EITHER DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES OF ANY KIND ARISING FROM ACCESS, MAINTENANCE, USE, QUALITY, LEGALITY, RELIABILITY AND USEFULNESS OF THE CONTENT, INFORMATION, COMMUNICATIONS, OPINIONS, EVENTS, PRODUCTS AND SERVICES FOUND OR OFFERED ON WEBSITES NOT MANAGED BY BUTA IN MALLORCA AND WHICH ARE ACCESSIBLE THROUGH LINKS ON THE WEBSITE.

ANY INDIVIDUALS OR ENTITIES WHO WISH TO CREATE A HYPERLINK FROM ONE WEB PAGE TO ANOTHER INTERNET PORTAL OR ANY PAGES ON THE BUTA IN MALLORCA WEBSITE MUST COMPLY WITH THE FOLLOWING CONDITIONS:

THE TOTAL OR PARTIAL REPRODUCTION OF ANY SERVICES OR CONTENT OF THE WEBSITE IS NOT PERMITTED.

NO DEEP-LINKS OR IMG OR IMAGE LINKS, NOR FRAMES WITH WEBSITE PAGES WILL BE ALLOWED WITHOUT THE EXPRESS PERMISSION OF BUTA IN MALLORCA.

NO FALSE, INACCURATE OR INCORRECT WILL BE INCLUDED ON THE BUTA IN MALLORCA WEBSITE, ITS EMPLOYEES, OR THE SERVICES OR CONTENT OFFERED.

EXCEPT FOR ANY SIGNS THAT ARE PART OF THE "HYPERLINK", THE WEBSITE ON WHICH IT IS FOUND MAY NOT CONTAIN ANY TRADEMARK, TRADE NAME, LABEL, NAME, LOGO, SLOGAN OR OTHER DISTINCTIVE SIGNS BELONGING TO BUTA IN MALLORCA UNLESS AUTHORIZED BY BUTA IN MALLORCA.

THE CREATION OF A "HYPERLINK" DOES NOT IMPLY THE EXISTENCE OF ANY RELATIONSHIP BETWEEN BUTA IN MALLORCA AND THE OWNER OF THE WEBSITE OR PORTAL FROM WHICH IT IS MADE, NOR ANY KNOWLEDGE OR ACCEPTANCE BY BUTA IN MALLORCA OF THE SERVICES AND CONTENT OFFERED ON THAT WEBSITE.

BUTA IN MALLORCA IS NOT RESPONSIBLE FOR THE CONTENT OR SERVICES MADE AVAILABLE TO THE PUBLIC ON ANY WEBSITE CONTAINING A "HYPERLINK" OR THE INFORMATION AND STATEMENTS INCLUDED THEREIN.

THE WEB PAGE ON WHICH THE HYPERLINK APPEARS MAY NOT CONTAIN ANY INFORMATION WHICH IS ILLEGAL, CONTRARY TO MORALITY AND GENERALLY ACCEPTED GOOD PRACTICES AND PUBLIC ORDER, NOR INCLUDE CONTENTS WHICH INFRINGE THE RIGHTS OF THIRD PARTIES.

## 6. Intellectual property

ALL TRADEMARKS, TRADE NAMES OR LOGOS OF ANY KIND THAT APPEAR ON THE WEBSITE ARE OWNED BY BUTA IN MALLORCA OR ITS LICENSORS, AND IT MAY NOT BE CONSTRUED THAT THE USE OR ACCESS TO THE WEBSITE AND/OR THE WEBSITE SERVICES GIVES THE USER ANY RIGHTS OVER TRADEMARKS, TRADE NAMES AND/OR DISTINCTIVE SIGNS AND THEIR USE. IN PARTICULAR, THE BRANDS INCLUDED IN THE PORTAL ARE SUBJECT TO THE LAWS APPLICABLE IN THE FIELD OF INDUSTRIAL PROPERTY, BEING PROHIBITED THEIR REPRODUCTION OR USE WITHOUT PERMISSION FROM THE OWNER.

THE CONTENT AND INFORMATION APPEARING ON THE WEBSITE ARE THE PROPERTY OF OR ITS LICENSORS OR BUTA IN MALLORCA UNDER THE PROVISIONS OF THIS LEGAL NOTICE, AND IT MAY NOT BE UNDERSTOOD THAT ANY OF THE RIGHTS THAT EXIST OR MAY EXIST ON ANY SUCH CONTENT OR INFORMATION IS BEING TRANSFERRED TO THE USER, BEYOND WHAT IS NECESSARY FOR THE CORRECT USE OF THE WEBSITE AND THE WEBSITE SERVICES.

BUTA IN MALLORCA MAINTAINS A STRONG COMMITMENT TO THE PROTECTION OF INTELLECTUAL PROPERTY ONLINE. TO THIS END, BUTA IN MALLORCA STATES THAT IT HAS APPLIED AND IMPLEMENTED HIGH SECURITY STANDARDS TO PROTECT THE CONTENT POSTED ON ITS WEBSITE. HOWEVER, DESPITE THIS SECURITY, EXTRAORDINARY SITUATIONS MAY ARISE WHICH ARE NOT ATTRIBUTABLE TO BUTA IN MALLORCA AND ARE BEYOND THE CONTROL OF BUTA IN MALLORCA. IN THIS SENSE, IN ORDER TO PRESERVE THE RIGHTS OF INTELLECTUAL PROPERTY, SHOULD ANY USER OR THIRD PARTY CONSIDER THAT THERE HAS BEEN A VIOLATION OF THEIR LEGITIMATE RIGHTS DUE TO THE INTRODUCTION OF SPECIFIC CONTENT ON THE WEBSITE, THEY MUST NOTIFY BUTA IN MALLORCA OF SUCH CIRCUMSTANCES AT THE ADDRESS MENTIONED ABOVE.

THE INTELLECTUAL PROPERTY OF THE [WWW.PLAYASDELREY.COM](http://WWW.PLAYASDELREY.COM) WELL AS ANY OTHER ITEMS CONSIDERED LIKELY TO BE SUBJECT TO THE RULES OF INTELLECTUAL PROPERTY, EXCLUSIVELY BELONG TO BUTA IN MALLORCA, BEING BUTA IN MALLORCA THE OWNER OF ALL INTELLECTUAL PROPERTY RIGHTS.

AS THE SOLE OWNER OF THE INTELLECTUAL PROPERTY RIGHTS OF THE WEBSITE, BUTA IN MALLORCA HAS EXCLUSIVE RIGHTS TO OWNERSHIP OF THE DOMAIN [WWW.PLAYASDELREY.COM](http://WWW.PLAYASDELREY.COM) AND THEREFORE GRANT ANY AUTHORIZATION FOR THE EXERCISE OF ANY ACTIVITY ARISING FROM EXPLOITATION RIGHTS THEREOF, AND IN PARTICULAR THE RIGHT OF REPRODUCTION, PUBLIC COMMUNICATION, DISTRIBUTION, OR TRANSFORMATION, WHATEVER THE FORMAT USED.

ANY CITATION OR REFERENCE TO THE INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES INCLUDED ON THE WEBSITE IMPLIES A RECOGNITION BY BUTA IN MALLORCA IN FAVOUR OF THE HOLDERS OF THOSE INTELLECTUAL PROPERTY RIGHTS, NOT IMPLYING THEIR INCLUSION OR REFERENCE BY THE WEBSITE THE EXISTENCE OF ANY RIGHT OR RESPONSIBILITY BY BUTA IN MALLORCA WITH REGARD TO THEM, HAVING AUTHORIZED THEIR INCLUSION AND APPROPRIATE CITATION IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS, WITH SUCH INCLUSION NOT BEING CONSIDERED IN ANY WAY AN ENDORSEMENT OR RECOMMENDATION BY BUTA IN MALLORCA FOR THOSE BRANDS. THE LEGITIMACY OF THE INTELLECTUAL RIGHTS RELATING TO THE CONTENT PROVIDED BY THIRD PARTIES PROPERTY IS THEIR SOLE RESPONSIBILITY.

INTERNET USERS VISITING THE WEBSITE MAY VIEW THE INFORMATION CONTAINED HEREIN AND DOWNLOAD OR REPRODUCE IT ON THEIR COMPUTER SYSTEMS, PROVIDED THAT THE PARTS COPIED ARE NOT GIVEN TO ANY THIRD PARTIES OR INSTALLED ON AN INTERNET-CONNECTED SERVER OR LOCAL NETWORK. EXCEPT AS SET OUT IN THIS LEGAL NOTICE, THE DISTRIBUTION, MODIFICATION, CESSION, PUBLIC COMMUNICATION OR ANY OTHER ACT INVOLVING ALL OR PART OF THE INFORMATION PUBLISHED ON THE WEBSITE IS NOT PERMITTED WITHOUT PRIOR AUTHORIZATION FROM BUTA IN MALLORCA.

THE USER MUST USE THE CONTENT AND INFORMATION CONTAINED IN THE WEBSITE DILIGENTLY, CORRECTLY, LAWFULLY AND, IN PARTICULAR, SOLELY FOR PERSONAL, NON-COMMERCIAL USE,

PROVIDED THEY DO NOT DELETE OR MODIFY ANY CONTENT OR ANY MENTION OF SOURCES, COPYRIGHT AND OTHER DATA IDENTIFYING BUTA IN MALLORCA OR THE RIGHTS OF THIRD PARTIES IN ITS ORIGINAL FORM. THE COPYING, DISTRIBUTION OR PUBLICATION OF ANY KIND OF THE CONTENT PUBLISHED ON THE WEBSITE IS PROHIBITED WITHOUT THE PRIOR WRITTEN PERMISSION OF BUTA IN MALLORCA.

## **7. Exemption from responsibility and guarantees**

BUTA IN MALLORCA DOES NOT GUARANTEE THE ACCURACY, AVAILABILITY OR CONTINUITY OF WEBSITE SERVICES, AND EXCLUDES ANY RESPONSIBILITY FOR DAMAGES ARISING FROM A LACK OF ACCURACY, AVAILABILITY OR CONTINUITY OF THE WEBSITE OR ITS SERVICES. ALTHOUGH TO THE EXTENT POSSIBLE MHI WILL AIM TO PROVIDE TECHNICAL ASSISTANCE TO ANY USERS AFFECTED BY SUCH LACK OF ACCURACY, AVAILABILITY OR CONTINUITY, AND IMMEDIATELY ATTEMPT TO RECIFY THAT LACK OF ACCURACY, AVAILABILITY OR CONTINUITY BY ALTERNATIVE MEANS, MHI CAN IN NO EVENT BE HELD LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER ARISING OUT OF USE OF THE WEBSITE AND BOOKING SYSTEM. USERS MAY ADDRESS ANY CLAIM AT THE HOTEL RECEPTION OR BY E-MAIL TO [INFO@PLAYASDELREY.COM](mailto:INFO@PLAYASDELREY.COM)

BUTA IN MALLORCA IS NOT RESPONSIBLE FOR ENSURING THE ABSENCE OF ANY VIRUSES OR OTHER ELEMENTS CONTAINED IN ITS CONTENT IN THAT MAY CAUSE CHANGES IN USER SOFTWARE OR HARDWARE OR WEBSITE VISITORS AND ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGES OF ANY NATURE ARISING FROM THE FOREGOING.

SIMILARLY, BUTA IN MALLORCA PROVIDES NO WARRANTY NOR ACCEPTS ANY LIABILITY UNDER ANY CIRCUMSTANCES FOR DAMAGES OF ANY KIND THAT MAY RESULT FROM:

LACK OF USEFULNESS, APPROPRIATENESS OR VALIDITY OF THE WEBSITE AND/OR ITS SERVICES AND CONTENT TO MEET THE NEEDS, ACTIVITIES OR SPECIFIC RESULTS OR EXPECTATIONS OF USERS.

THE RECEIPT, ACQUISITION, STORAGE, DISTRIBUTION OR TRANSMISSION BY USERS OF ANY CONTENT, AND THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS, HONOUR, PERSONAL AND FAMILY INTIMACY, DATA PROTECTION, IMAGE, PROPERTY OR ANY RIGHTS OF THIRD PARTIES AS A RESULT.

MISUSE, NEGLIGENT OR FRAUDULENT USE, OR ANY USE CONTRARY TO THESE GENERAL CONDITIONS, GOOD FAITH, GENERALLY ACCEPTED USES OR PUBLIC ORDER OF THE WEBSITE, ITS SERVICES OR CONTENTS BY USERS.

THE LACK OF LEGALITY, QUALITY, RELIABILITY, USEFULNESS, UPDATING AND AVAILABILITY OF SERVICES PROVIDED BY THIRD PARTIES AND MADE AVAILABLE TO USERS ON THE WEBSITE AND/OR THE CONTENTS.

FAILURE BY THIRD PARTIES WITH REGARD TO THEIR OBLIGATIONS OR COMMITMENTS IN CONNECTION WITH THE SERVICES PROVIDED TO USERS THROUGH THE WEBSITE.

THE VIEWS EXPRESSED BY USERS ON THE FORUMS, CHAT AND REVIEW MESSAGES THAT MAY BE ENABLED IN THE DIFFERENT AREAS OF THE PORTAL.

THE KNOWLEDGE THAT UNAUTHORIZED THIRD PARTIES MAY OBTAIN ABOUT THE TYPE, CONDITIONS, CHARACTERISTICS AND CIRCUMSTANCES OF USE THAT USERS MAKE OF THE WEBSITE AND THE SERVICES AND/OR CONTENT.

## **8. Privacy and personal data policy**

DUE TO THE CHARACTERISTICS OF THE ACTIVITY AND SERVICES BUTA IN MALLORCA OFFERS, AND PURSUANT TO THE ACHIEVEMENT OF ITS OBJECTIVES, THE PROCESSING OF PERSONAL DATA ON USERS IS REQUIRED TO PROVIDE THE SERVICES, AS WELL AS THE TRANSFER OF SUCH DATA TO THIRD PARTIES, INCLUDING INTERNATIONAL TRANSFERS. TO DO THIS, THE DATA WILL BE COLLECTED AND PROCESSED IN A FILE OWNED BY BUTA IN MALLORCA SL, ESTABLISHED IN JAIME I 76, 07180 SANTA PONSÀ, MALLORCA, SPAIN. IN THIS SENSE BUTA IN MALLORCA GUARANTEES THAT THE PERSONAL DATA IS TREATED CONFIDENTIALLY, AND APPLIES THE STRICTEST SECURITY MEASURES REQUIRED BY SPANISH LEGISLATION ON DATA PROTECTION AND STORAGE FOR THE TREATMENT THEREOF.

IN ANY CASE, THE PURPOSE FOR WHICH THE INFORMATION PROVIDED BY USERS IS COLLECTED AND PROCESSED IS SPECIFIED WHEN THE SERVICE IS CONTRACTED THROUGH THE WEBSITE VIA A

PRIVACY CLAUSE THAT MUST BE ACCEPTED AT ALL TIMES TO COMPLETE THE CONTRACTING OF THE SERVICE.

SIMILARLY, DATA OWNERS MAY, AT ALL TIMES, EXERCISE THEIR RIGHT TO ACCESS THE INFORMATION AND THEIR RIGHTS TO RECTIFICATION, CANCELLATION AND OPPOSITION IN THE TERMS ESTABLISHED IN DATA PROTECTION LEGISLATION, BY WRITING TO THE MARKETING DEPARTMENT AT THE ABOVE ADDRESS OR VIA EMAIL TO [INFO@PLAYASDELREY.COM](mailto:INFO@PLAYASDELREY.COM) (REF. DATA PROTECTION). USER CONSENT TO THE PROCESSING AND TRANSFER OF PERSONAL DATA WILL BE REVOCABLE AT ANY TIME WITHOUT ANY RETROACTIVE EFFECT, AS REQUIRED BY ARTICLES 6 AND 11 OF THE ORGANIC LAW 15/ 1999 OF 13 DECEMBER ON THE PROTECTION OF PERSONAL DATA , THROUGH THE SAME MECHANISM DESCRIBED ABOVE.

## **9. Applicable legislation and jurisdiction**

THE CURRENT CONDITIONS ARE SUBJECT TO SPANISH LAW.

WHENEVER THE USER IS ORDINARILY RESIDENT IN A MEMBER STATE OF THE EUROPEAN UNION, BUTA IN MALLORCA AND THE USER WILL EXPRESSLY WAIVE RIGHTS TO ANY OTHER JURISDICTION THAT MAY APPLY AND WILL SUBJECT THEMSELVES TO THE JURISDICTION OF THE COURTS AND TRIBUNALS OF THE RESIDENCE OF THE USER FOR ANY ISSUES OR ACTIONS WHICH MAY ARISE FROM THE PROVISION OF SERVICES COVERED BY THESE TERMS AND THE INTERPRETATION, APPLICATION, ENFORCEMENT OR BREACH OF THE PROVISIONS ABOVE. IF THE USER IS ORDINARILY RESIDENT OUTSIDE A MEMBER STATE OF THE EUROPEAN UNION, MHI AND THE USER WILL EXPRESSLY WAIVE THEIR RIGHTS TO ANY OTHER JURISDICTION THAT MAY APPLY AND WILL SUBJECT THEMSELVES TO THE JURISDICTION OF THE COURTS OF PALMA DE MALLORCA, SPAIN.