

PRIVACY POLICY

1. General Information

This legal notice and information (hereinafter, the "legal mentions to comply with the provisions of Law 34/2002, of July 11, on services of the information society and electronic commerce), the following are the general information data of this website:

Owner: FORTALEZA SANTA PONSA SL

Address: Ca. Illes Balears, 57 07183 Santa Ponsa Spain

Contact information: info@playasdelrey.com

CIF: B44751527

2. Users

The access and/or use of the portal attributes the condition of user to the user, accepting, from that very moment, fully and without any reservations, these terms and conditions as well as the particular conditions that, where appropriate, complement, modify or replace the general conditions in relation to certain services and contents of the portal. Therefore, prior to using the services offered by the portal, the user must also carefully read the corresponding particular conditions.

Likewise, the use of the portal is also subject to all notices, regulations of use and instructions, made known to the user by FORTALEZA SANTA PONSA SL to the extent that they replace, complete and/or modify this legal notice. FORTALEZA SANTA PONSA SL may, for greater agility in the operation of the portal and for the benefit of users, modify the services provided and any substantial aspect of this page, as well as the operating, technical and use conditions of the portal services. . Likewise, FORTALEZA SANTA PONSA SL can modify these general conditions or the particular conditions that apply to a service or content, which will be published on the portal through the corresponding notice.

Modifications will not be applied retroactively and will take effect from the date of their publication. If you do not agree to the modified terms of a service, you must stop using that service. We recommend that you periodically consult the conditions of use of the portal.

3. Use of the website, its services and contents

The user undertakes to use the portal and its services and contents in accordance with current legislation, morality, good customs and public order, as well as not to contravene the provisions of this legal notice and those conditions that complement it, modify or replace. Consequently, the user is obliged not to use the portal or its services and contents, for illicit or harmful purposes or effects of the rights and/or interests of FORTALEZA SANTA PONSA SL or of third parties that, in any way, may damage the normal operation. of the portal or the services accessible through it, for the rest of the users, FORTALEZA SANTA PONSA SL and/or its image.

In general, the provision of services does not require the prior subscription or registration of users. However, FORTALEZA SANTA PONSA SL may condition the use of some of the

services to the prior completion of the corresponding user registration or the completion of forms. In any case, the registration will be carried out in the manner expressly indicated in the service itself or in the particular conditions that regulate it, and the user must provide truthful information and keep the information provided updated at all times.

The user will be solely responsible for any false or inaccurate statements made and for the damages caused to FORTALEZA SANTA PONSA SL or to third parties due to the information provided. Regarding the contents (information, texts, graphics, sound and/or image files, photographs, designs, etc.), the following is prohibited:

- its reproduction, copying, distribution, dissemination, public communication, transformation or modification, unless the authorization of its legitimate owners is obtained or it is legally permitted;
- any violation of the rights of FORTALEZA SANTA PONSA SL or their legitimate owners;
- its use for all types of commercial or advertising purposes, other than those strictly permitted;
- any attempt to obtain the contents of the portal by any means other than those made available to users, as well as those usually used on the network, provided that they do not cause any harm to the FORTALEZA SANTA PONSA SL portal and/or to the services or contents.

4. Responsibility of the user for damages and reasons for exclusion from the use of the portal

It will be carried out under the sole and exclusive responsibility of the user, being expressly exonerated, FORTALEZA SANTA PONSA SL of the damages and/or losses that may be caused to the user or to third parties by said use contrary to what is established in this legal notice and the conditions particulars that were applicable in each case. Said responsibility will extend to the use, by the user or any third party, of any password or similar assigned for access to the portal, where appropriate, or to any of its services.

Notwithstanding the foregoing, FORTALEZA SANTA PONSA SL reserves the right to deny, at any time and without the need for prior notice, access to the portal to those users who fail to comply with these general conditions, or the particular ones that are applicable in each case. , as well as for non-compliance with the laws, morality and/or public order. The exclusion of the user will not imply the resignation of FORTALEZA SANTA PONSA SL to file the corresponding legal actions or the compensation that corresponds by law.

5. "Hyperlinks" or "hyperlinks"

The portal can make available to users connections and links to other websites managed and controlled by third parties. These links have the exclusive function of facilitating users to search for information, content and services on the Internet, without in any case being considered a suggestion, recommendation or invitation to visit them.

FORTALEZA SANTA PONSA SL does not market, direct, or previously control, nor does it endorse the content, services, information, and statements available on said websites.

Therefore, FORTALEZA SANTA PONSA SL does not assume any type of responsibility, not even indirectly or subsidiary, for damages of any kind that may derive from the access, maintenance, use, quality, legality, reliability and usefulness of the content, information, communications, opinions, statements, products and services existing or offered on websites not managed by FORTALEZA SANTA PONSA SL and that are accessible through the portal.

People or entities that intend to make or make a hyperlink from a web page of another internet portal to any of the pages of the FORTALEZA SANTA PONSA SL portal must submit to the following conditions:

- The total or partial reproduction of any of the services or contents of the portal is not allowed;
- Deep-links, img or image links, or frames with the portal pages will not be established without the prior express authorization of FORTALEZA SANTA PONSA SL;
- No false, inaccurate or incorrect statement will be included about the pages of the FORTALEZA SANTA PONSA SL portal, its employees, or about the services or contents of the portal, except for those signs that are part of the "hyperlink", the web page on which establish will not contain any brand, trade name, establishment label, denomination, logo, slogan or other distinctive signs belonging to FORTALEZA SANTA PONSA SL, unless expressly authorized by the latter;
- The establishment of the "hyperlink" will not imply the existence of relations between FORTALEZA SANTA PONSA SL and the owner of the web page or portal from which it is made, nor the knowledge and acceptance of FORTALEZA SANTA PONSA SL of the services and contents offered in said portal;
- FORTALEZA SANTA PONSA SL will not be responsible for the content or services made available to the public on the web page or portal from which the "hyperlink" is made, nor for the information and statements included therein;
- The web page in which the "hyperlink" is established will not contain illegal information or content, contrary to morality and generally accepted good customs and public order, nor will it contain content contrary to any rights of third parties;
- any "hyperlink" to the portal will be made to its main page or main pages of the sections it contains.

6. Intellectual property

All trademarks, trade names or distinctive signs of any kind that appear on the portal are the property of FORTALEZA SANTA PONSA SL or its licensors, without it being understood that the use or access to the portal and/or the services offered in it attributes to the user any rights over the aforementioned trademarks, trade names and/or distinctive signs.

Specifically, the brands included in the portal are subject to the applicable legislation on industrial property, and their reproduction or use is prohibited without the authorization of their owner. Likewise, the contents and information that appear on the portal are the intellectual property of FORTALEZA SANTA PONSA SL or its licensors, and none of the exploitation rights that exist can be understood as assigned to the user, by virtue of the provisions of this legal

notice. or may exist on said content or information beyond what is strictly necessary for the correct use of the portal and the services offered through it.

FORTALEZA SANTA PONSA SL maintains a firm commitment to the protection of intellectual and industrial property on the Internet. To this end, FORTALEZA SANTA PONSA SL declares that it applies and implements high security standards to protect the content displayed on its website. However, despite this, extraordinary situations may occur that are not attributable to FORTALEZA SANTA PONSA SL that are beyond its control. In this sense, in order to preserve the rights of industrial and intellectual property in the event that any user or a third party considers that there has been a violation of their legitimate rights due to the introduction of certain content on the portal, they must notify said circumstance to FORTALEZA SANTA PONSA SL at the postal address referred to above.

The intellectual property rights of the website www.playasdelrey.com as well as any of the elements that may be considered a work in accordance with the intellectual property regulations belong solely and exclusively to FORTALEZA SANTA PONSA SL, being the owner of all rights of intellectual property. As the sole owner of the intellectual property rights of the portal, FORTALEZA SANTA PONSA SL is responsible for the exclusive exercise of the rights derived from the ownership of the domain www.playasdelrey.com and, consequently, to grant any authorization for the exercise of all activity derived from its exploitation rights, and in particular, the right of reproduction, the right of public communication, the right of distribution, the right to make it available to the public or the right of transformation, in whatever format used.

Any citation or reference to industrial property rights of third parties, included in the portal, implies recognition by FORTALEZA SANTA PONSA SL in favor of their owners, of the corresponding industrial and intellectual property rights, not implying their inclusion or reference in the portal, the existence of any right or responsibility on the part of FORTALEZA SANTA PONSA SL over them, having duly authorized their inclusion and appointment, in accordance with the provisions of current regulations, and said inclusion should not be considered as a sponsorship or recommendation by FORTALEZA SANTA PONSA SL to the aforementioned brands.

The legitimacy of the intellectual or industrial property rights corresponding to the contents provided by third parties is their exclusive responsibility. Internet users who access the portal can view the information contained therein and carry out downloads or private reproductions on their computer system, provided that the reproduced elements are not subsequently transferred to third parties or are installed on a server connected to the Internet or a network. local.

Notwithstanding what is contained in this legal notice, the distribution, modification, transfer, public communication or any other act of part or all of the information published on the portal is not allowed without the prior authorization of FORTALEZA SANTA PONSA SL . The user must use the content and information collected on the portal in a diligent, correct and lawful manner and, specifically, only for personal and non-commercial use, as long as the content or any

mention of sources is not deleted or modified. copyright and other data identifying the rights of FORTALEZA SANTA PONSA SL or third parties, that is, respecting its original form.

Any reproduction or copy, distribution or publication, of any kind, of the content of the information published on the portal, is prohibited without the prior written authorization of FORTALEZA SANTA PONSA SL.

7. Exclusion of liability and guarantees

FORTALEZA SANTA PONSA SL does not grant any guarantee nor is it responsible, in any case, for the reliability, availability or continuity of the services made available to the user through the portal, for which reason it excludes any liability for damages and/or losses that may derive from the lack of availability, reliability or continuity of the portal or its services, although it will try to provide, to the extent possible, technical assistance to the affected person, as well as try to immediately restore the interruption, making available , to the extent of its possibilities, alternative means.

In no case will FORTALEZA SANTA PONSA SL be responsible for losses, damages or damages of any kind derived from the access and/or use of the portal and the reservation system. The client may go to make any claim, either through the reception of the hotel itself, or through the email address: info@playasdelrey.com.

FORTALEZA SANTA PONSA SL is not obliged to control and does not control in advance, the absence of viruses or elements in the contents, which may cause alterations in the software or hardware of users or people who visit the web page, so they do not will be liable for damages of any nature that may arise from the foregoing. In the same way, FORTALEZA SANTA PONSA SL does not grant any guarantee nor is it responsible, in any case, for damages of any nature that could be caused by:

- the lack of usefulness, adequacy or validity of the portal and/or its services or contents to satisfy the needs, activities or specific results or expectations of the users;
- the reception, obtaining, storage, dissemination or transmission, by the users, of the contents and the infringement of the rights of intellectual property, industrial, trademarks, honor, personal and family privacy, data protection, image, property or any rights of third parties as a result;
- the illegal, negligent, fraudulent use, contrary to these general conditions, good faith, generally accepted uses or public order, of the portal, its services or contents, by users;
- the lack of legality, quality, reliability, usefulness, updating and availability of the services provided by third parties and made available to users on the portal and/or the contents;
- breach by third parties of their obligations or commitments in relation to the services provided to users through the portal;
- the opinions expressed by the users in the forums, chat and opinion messages that could be enabled in the different areas of the portal. the knowledge that unauthorized third parties may have of the class, conditions, characteristics and circumstances of the use that users make of the portal and of the services and/or contents.

8. Privacy policy and treatment of personal data

Due to the characteristics of the activity and the services that FORTALEZA SANTA PONSA SL offers and in pursuit of the perfect development and achievement of its objectives, it is necessary to process the personal data of the users, which are provided for the provision of the services offered through the portal, as well as the transfer of this data to third parties, including international transfers. For this, said data will be collected and processed in an automated file owned by FORTALEZA SANTA PONSA SL.

In this sense, FORTALEZA SANTA PONSA SL guarantees that it will treat your personal data confidentially, as well as applies the strictest security measures required by Spanish regulations on data protection for the treatment and storage thereof. In any case, the purposes for which the data provided by users are collected and processed are specified at the time of contracting the specific service offered through the portal in a particular privacy clause, which the user will have to accept, in all moment, to complete the contracting of the service.

Likewise, the owners of the data have, at all times, the right to access the file, being able to exercise the rights of rectification, cancellation and opposition in the terms included in the data protection legislation, by writing to the general direction of marketing at the postal address indicated above, or by means of an email to the address info@playasdelrey.com, conveniently identifying yourself (ref. data protection).

In the same way, the consent of the user for the treatment and transfer of their personal data will be revocable at any time without retroactive effects, in accordance with the provisions of articles 6 and 11 of the organic law 15/1999, of December 13, on the protection of personal data, through the same mechanism previously exposed.

9. Applicable law and jurisdiction

These general conditions will be governed by Spanish law. FORTALEZA SANTA PONSA SL and the user, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction of the courts and tribunals of the user's domicile for any questions that may arise or actions brought arising from the provision of the portal service and of its services and contents and on the interpretation, application, compliance or breach of what is established here. In the event that the user is domiciled outside of a member state of the European Union, FORTALEZA SANTA PONSA SL and the user, expressly waiving any other jurisdiction that may apply, submit to the jurisdiction of the courts and tribunals of Palma de Mallorca.