

## 1. Introduction

The object of this document is to regulate the RULES OF USE and to safeguard the PROTECTION OF THE USERS of [www.binibona.es](http://www.binibona.es) (hereinafter binibona.es), owned by FINCA BINIBONA PARC NATURAL, S.L.U. (hereinafter BP), with corporate address at calle Finca Binibona s/n., 07314 Binibona, telephone 971 873 565 and fax 971 873 511. The terms "You" and "USER" are used herein to refer to the individuals or entities that access this web site for whatever reason.

Through [www.binibona.es](http://www.binibona.es) and its other official web sites, BP aims to bring the world of BP closer to its users. To this end, through [www.binibona.es](http://www.binibona.es) and its other official web sites, BP provides users with information on its hotel and other services, such as on-line Room Reservations, Pre-Reservation Services, Hotel Finder, Rates Finder, Image Bank, Customer Care Service, Shareholders' Information, Employment Opportunities and the different promotions constantly being developed (hereinafter the Services). The use of this site and/or its services presupposes user's complete and unconditional agreement with and the validity of each and every one of the General Terms and Conditions stipulated in the latest updated version of these Rules of Use. Consequently, user must be aware of the importance of reading these rules each time it visits [www.binibona.es](http://www.binibona.es). Access to and/or the use of certain services on offer to users (hereinafter user) at [www.binibona.es](http://www.binibona.es) may be subject to certain conditions which, depending on the case, may replace, amend and/or complete these Rules of Use, meaning that user must read and accept these conditions before accessing and/or using the services and contents.

## 2. Use of the [www.binibona.es](http://www.binibona.es) website and services

2.1 User undertakes to use the [www.binibona.es](http://www.binibona.es) site and the services made available through it in accordance with the Law, decency, respectability and law and order and the provisions of these Rules of Use. Consequently, user has the obligation of refraining from using [www.binibona.es](http://www.binibona.es) and the services for illicit purposes and effects and/or contrary to what is established in these Rules of Use, in a manner that may be injurious to the rights and/or interests of third parties or that may in any way harm BP and/or its image or the [www.binibona.es](http://www.binibona.es) site or prevent its normal use or the Services accessed via the site by other users.

2.2 For greater efficiency in the working of its [www.binibona.es](http://www.binibona.es) site for the benefit of its users, BP may at any time modify any substantial aspect of the site, the Services it provides or the operational, technical or usage conditions of [www.binibona.es](http://www.binibona.es). Similarly, with a view to improving the service and establishing an optimum quality level (the ultimate aim of BP), users are invited to suggest any modifications they may consider useful by sending an email to the persons responsible for the site at the following address: [hotel@binibona.es](mailto:hotel@binibona.es)

2.3 Users of [www.binibona.es](http://www.binibona.es) must abide by any instructions that [www.binibona.es](http://www.binibona.es), BP or its duly authorized personnel may send by email.

## 3. Protection by BP of Users' Personal Data

The user of the online pre-booking and booking services offered on [www. binibona.es](http://www.binibona.es) voluntarily provides data of a personal nature (hereinafter Personal Data) and accepts expressly, fully and without reservation that BP automatically process and incorporates into a file for the purpose of being able to provide offer its services. This file is the responsibility of BP and is registered with the competent authority. Due to the characteristics of the BP activity and its services and in order for it to develop and meet its targets, it may be necessary for these data to be ceded to third parties, which may include international transfers. These personal data may be transferred to companies within BP and/or to other interested parties. The sole purpose of this transfer of personal data to these entities is the correct rendering of the services offered by BP. Users making available their personal data have the right at all times to access the file and exercise their rights of rectification, cancellation and opposition in accordance with the terms and conditions laid down in data protection legislation. Similarly, user's consent to the processing and transfer of its personal data will be revocable at all times without retroactive effect, as per the provisions of Sections 6 and 11 of Spain's Law 15/1999, of 13th December 1999, of the Protection of Personal Data. To this end, it will be sufficient for user to contact BP by sending an email to [hotel@binibona.es](mailto:hotel@binibona.es) or by writing to its registered office at Calle Finca Binibona s/n., 07314 Binibona, Spain. BP guarantees that it has adopted all appropriate security measures in its installations, systems and files. Furthermore, BP guarantees the confidentiality of all Personal Data, although it may disclose to the competent authorities Personal Data as well as any other information that is in its possession or is accessible via its systems and is required by the applicable legal regulations in each case. Users of [www. binibona.es](http://www. binibona.es) guarantee and are responsible, in all cases, for the truthfulness, accuracy, validity and authenticity of the Personal Data made available and undertake to keep them duly updated.

BP services are not for use by minors and BP neither requests nor collects information relating to minors. BP may collect information through such devices as cookies or log files on the browsing habits of its [www. binibona.es](http://www. binibona.es) users. These devices are associated exclusively with one user and its own personal computer. In these cases, BP will only use these data as a whole and with the ultimate aim of improving its services. It is possible that BP may share this information with client companies but always globally and solely for statistical purposes.

The electronic document in which the reservation is formalized is electronically stored during the legally established time period. Clients can access the data by exercising their corresponding access rights in the aforementioned manner. Query operations for data related to user accounts and requests for services or products through the BP Web are made through a secure server. The software of said server encrypts the information entered by the user before transmitting it to BP. Likewise, BP has strict security procedures concerning the storage and disclosure of data in order to prevent unauthorized access, as per the provisions of Section 9 of Spain's Law 15/1999, of 13th December 1999, on the Protection of Personal Data currently in force in Spain.

#### 4. Causes for exclusion

BP reserves the right to temporarily or definitively exclude a user in the following cases:

Breach of any of the General Conditions of Use established in this document.

Violation of the Law, decency or law and order.

By excluding a user, BP does not waive its right to take legal action or the compensation that may correspond to it by Law.

#### 5. Right to Amend the Rules of Use

BP reserves the right to amend any of the terms and conditions of these Rules of Use, in the terms and conditions that it may deem necessary, informing users of such amendments at binibona.es.

#### 6. Copyright and Intellectual Property Rights

All information contained in [www. binibona.es](http://www.binibona.es), its graphic design and the code in HTML, JAVA, JAVA Script or Active X language is protected by copyright or other intellectual property rights. These rights belong exclusively to BP or its licensors. Internet users who access the site can display the information contained in it and download or make copies of it in their own computer system, always provided that the copied elements are not subsequently ceded to third parties or installed in a server connected to the Internet or a local network. Without prejudice to the provisions of these Rules of Use, the distribution, modification, cession, public communication, reproduction or any other act relating to part or all of the information posted on [www. binibona.es](http://www.binibona.es), com, without the prior authorization of BP, is prohibited.

User must use the information contained in [www. binibona.es](http://www.binibona.es) and its contents in a diligent, correct and licit manner and, above all, solely for its personal and non-commercial use and on the condition that it does not eliminate or modify the content or any references to sources, copyright and all other data identifying the rights of BP or third parties, i.e. respecting their original form. All reproductions and copies and the distribution or publication, of whatsoever type, of the content of the information posted at [www. binibona.es](http://www.binibona.es), without the prior written authorization of BP, is prohibited. Authorization for reproduction can be requested by sending an email to [hotel@binibona.es](mailto:hotel@binibona.es). If a user or third party is of the opinion that a part of the contents of [www. binibona.es](http://www.binibona.es) has been entered in violation of copyright or other intellectual property rights, user is requested to communicate this circumstance to BP in writing by email to [hotel@binibona.es](mailto:hotel@binibona.es). This communication should contain the following information, as a minimum: a) name, address, telephone number and email address of the claimant; b) details of the owner of the copyright or other intellectual property rights that may have been infringed; c) an indication of the infringed contents and their position in the [www. binibona.es](http://www.binibona.es) site; d) a declaration to the effect that the content has been entered without the express permission of the owner of the copyright or other intellectual property rights. The foregoing notwithstanding, BP reserves the right to defend itself against claims based on the pertinent rules relating to publicity, copyright and other intellectual property rights.

In case that a user or third party consider that any existing content on [www.binibona.es](http://www.binibona.es) has been introduced in violation of an authors rights or any other intellectual property rights, we beg that you tell us, by sending an email to [hotel@binibona.es](mailto:hotel@binibona.es), which includes, at least, the following information: a) Name, address, telephone number and email address of the

claimant. b) The clauses in which the authors rights or other rights regarding intellectual property are believed to have been infringed upon. c) Description of the content that has been infringed upon and the page location [www.binibona.es](http://www.binibona.es) d) A declaration that the content has been introduced onto the website without the express authorization of the author or owner of the intellectual property rights. Without damaging what is stated in the preceding paragraphs, BP reserves the right to defend itself against with current legislation on publicity and the rights of the author or other rights protected by intellectual property rights.

## 7. Hyperlinks

7.1 In the event that [www.binibona.es](http://www.binibona.es) refers, via links, to third-party publicity or Web pages, BP is not responsible for the control and has not previously controlled, approved or taken on the services, contents, data, files, products or any kind of material contained in the third party web page or pages. Consequently, under no circumstances does BP accept liability for the legality of the content of such page(s) and, as an example but in no way being limited thereto, the third party has sole responsibility for the contents' compliance with legality, decency, respectability and law and order and for ensuring that they do not impair the rights of any third parties. The existence of a hyperlink does not presuppose the existence of any type of relationship between BP and the owner of the web page with which the link is established.

All users or third parties aiming to establish a hyperlink with the [www.binibona.es](http://www.binibona.es) site must guarantee that the hyperlink only allows access to the pages or services of the [www.binibona.es](http://www.binibona.es) site and, by way of an example but not being limited thereto, does not carry out reproductions of the contents, deep-links, browsers or inaccurate and incorrect statements on the [www.binibona.es](http://www.binibona.es) site or its contents. With the exception of those signs which form part of the hyperlink, user must guarantee that the web page establishing the hyperlink does not contain brands, commercial names, company signs, trade names, logos, slogans or any type of distinctive sign pertaining to BP.

## 7.2 Guarantee and Liability Disclaimer

## 8. Exclusion of guarantees and responsibilities

8.1 BP does not undertake to control and has not previously controlled the contents for the presence of viruses or other elements that may cause alterations in the software or hardware of user or persons who visit the site and, consequently, is not responsible for any liability due to the lack of availability, reliability or continuity of its services. likewise, bp will seek to resolve the interruption and, whenever possible, put alternative measures at the disposition of the user.

8.2 BP does not undertake to control and has not previously controlled, approved or taken on the services, contents, data, files, products or any kind of material existing on third-party web pages and, consequently, under no circumstances is it responsible for the legality of their web pages' contents, which is the sole responsibility of the third parties, including, by way of an example but not being limited thereto, their contents' compliance with legality, decency, respectability and law and order, ensuring that they do not impair the rights of any third parties.

8.3 BP does not undertake to control and does not control or guarantee the reliability, availability or continuity of the working of the products or services made available to user by third parties hosted outside www. binibona.es and, therefore, it disclaims all liability for any damages and/or losses of any type that may be due to the lack of availability, reliability or continuity of its web site or services.

8.4 User shall be responsible for any damages and/or losses of any type that bp may suffer as a result of user's non-fulfilment of the law or any of the general conditions laid down in this agreement.

#### 9. Rules of Use Safeguard

Should any of the stipulations of these Rules of Use be declared null and void or unenforceable, the remaining conditions shall be maintained in the agreed terms. BP undertakes to substitute the stipulation in question, adhering as far as is possible to the initial intent of the parties.

#### 10. Applicable Law and Competent Jurisdiction

These Rules of Use are governed by Spanish Law. For the settlement of any disputes that may arise in connection with their total or partial validity, execution, compliance or resolution, BP and user, expressly waiving their own or any other venue that may correspond to them, agree to abide by the jurisdiction of the Courts and Tribunals of the city of Inca. This contract constitutes the total and complete agreement between BP and user and substitutes all previous pacts, undertakings, statements and agreements, whether written or oral, that may have existed previously between both parties.