

# **HOTEL CARLOS I**

## **LEGAL NOTICE – TERMS OF USE.**

### **1. IDENTIFYING DATA.**

In accordance with the duty of information contained in art.10 of the Law nº 34/2002, of 11th of July, Law of E-Commerce and Information Services Societies, the following data is reflected to: TUREST, S.L. (CIF B03482296), established in AVD. FOIETES Nº 6 BENIDORM (ALICANTE).

Commercial Registry of Alicante, Volume 1234, Book 160, Sheet A-3562, registration 1<sup>a</sup>

### **2. USERS.**

The access and use of the web Sites of THE COMPANY attributes the status of USER, who accepts, from such access and / or use, the Terms of Use listed here. The above conditions will be applied regardless of the General Conditions which in their case will be enforceable.

### **3. USE OF THE SITE.**

The Web of THE COMPANY provides the access to multiple information, tools, software and data (hereinafter “the content”) on internet property of THE COMPANY and to whom the USER can access. The USER assumes the responsibility of the use of the Site.

This responsibility is extended to the necessary record for access to certain services or contents. In this record the USER will be responsible for providing true and lawful information. As a result of this register, the USER can provide a password to be responsible, pledging to make diligent and confidential use of it.

### **4. THE USER.**

The USER commits to make an appropriate use of content and services (such as chat services, discussion forums or newsgroups) that THE COMPANY offers in his Site and with declarative and non limited character, not to use them for (i) engaging in illegal, unlawful or contrary to good faith and public order activities; (ii) disseminate content or racist, xenophobic, pornographic or endorsing terrorism, publicity; (iii) causing damage to the physical and logical systems of THE COMPANY, Its suppliers or third parties, introducing or spreading any computer virus or any other hardware or software capable of causing the aforementioned damages; (iv) attempt to access and, where appropriate, use the email accounts of other users and modify or manipulate their messages.

THE COMPANY reserves the right to remove any comments and contributions that fail the respect for human dignity, which are discriminatory, xenophobic, racist, pornographic, which go against youth or childhood, public order safety or in his opinion, are not suitable for publication. In any case, THE COMPANY will not be responsible of the opinions written by the users on the chats, blogs or other tools.

## **5. DATA PROTECTION.**

The provider is deeply committed to compliance with the Spanish regulations for the protection of personal data and REGULATIONS (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016, and guarantees full compliance with the obligations provided.

The provider offers users an informative clause informing users, when they provide their personal data.

When personal data is collected through <http://www.hotelcarlosi.com>, the user will be solely responsible for the completion of the forms with false, inaccurate, incomplete or outdated information, being previously informed, in a clear and unequivocal way, that the Personal Data provided will be treated in order to send you advertising related to our products and services by any means (postal, email or phone) and invite you to events organized by the company. The data provided will be kept as long as you do not request the cessation of the activity. The data will not be transferred to third parties except in cases where there is a legal obligation. You have the right to obtain confirmation on whether Turest SL (Hotel Carlos I) is treating your personal data, therefore you have the right to access your personal data, rectify the inaccurate data or request its deletion when the data is no longer necessary for the purposes that were collected.

"CLIENT" will include your e-mail for the realization of segmentations or personal profiles. We will also send you information using the email you have indicated to us.

At any time, you can revoke this consent, by sending an email with the indication "revocation consent information" to the mail: [reservas@hotelcarlos1.es](mailto:reservas@hotelcarlos1.es).

## **6. DISCLAIMER OF WARRANTIES AND LIABILITY.**

THE COMPANY is not liable under any circumstances for damages of any nature that may cause due to mistakes or omissions in the content, lack of availability of the website or transmission of any virus or malicious or harmful programs in the contents, despite having taken all the necessary technological measures to prevent it.

## **7. MODIFICATIONS.**

THE COMPANY reserves the right to make any unannounced amendments it considers appropriate in its Site, being able to delete or add content and services provided through the same way in which they are presented or located on his Site.

## **8. USE OF COOKIES.**

THE COMPANY it may use cookies in order personalize and facilitate the navigation of the USER on their Site. Cookies are only associated with an anonymous USER and his/her computer and do not provide references to user's personal data. The USER can configure their browser to notify and reject the installation of cookies sent by. THE COMPANY, without affecting the ability of the user to access the Content.

## **9. LINKS.**

In the case that in the Site it will appear any link that redirects you to other sites on internet, THE COMPANY will not exercise any control over such sites and content. In any case will be liable whatsoever for the contents of any link belonging to another website, nor guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, accuracy, validity or constitutionality of any material or information contained in such links or other Internet sites. Also the inclusion of these external connections will not involve any association, merger or partnership with the entities connected.

## **10. OPT OUT RIGHT.**

THE COMPANY reserves the right to refuse or withdraw the access to their Site and / or their services without any notice, on its own or a third party, to those users who violate these Terms of Use.

## **11. OVERVIEW.**

THE COMPANY will pursue the breach of these conditions and any unauthorized use of its Site to exercise all civil and criminal actions that may be legally entitled.

## **12. MODIFICATION OF THESE TERMS AND DURATION.**

THE COMPANY could change at any time the terms or conditions specified here, duly publicized herein. The validity of the mentioned conditions will remain in accordance to their exposure and are valid until they are modified by others, duly published.

### **13. LEGISLATION AND JURISDICTION APPLICABLE.**

The relationship of THE COMPANY and the USER will be ruled by Spanish legislation and any dispute shall be submitted to the Courts and Tribunals of the city of ALICANTE.

Privacy and Data Protection Policy of TUREST, S.L

(Hereinafter THE COMPANY)

## **1. PRIVACY POLICY.**

This statement is to inform users of the general Privacy and Data Protection Policy followed by THE COMPANY. This Privacy Policy may vary depending on legislative requirements or self-regulations, so it is advisable to users who visit it periodically. This shall be applied when users decide to fill any form where personal data is collected, without detriment of what is indicated in the “Privacy Statement” applicable to each specific form.

## **2. USE AND TREATMENT OF THE DATA.**

THE COMPANY is fully aware of the use and treatment that should be given to the personal data that are required or are obtained by users on its websites in order to manage the services offered or referring them business communications, products or services that can be of their interest.

## **3. SECRET AND DATA SECURITY.**

THE COMPANY commits the fulfillment of its obligation of secret of the personal data and its duty to protect and take the technical and organizational measures required to ensure the security of personal data and avoid its alteration, loss, or unauthorized access, given the state of technology, in accordance with the provisions of the RLOPD. However, THE COMPANY cannot guarantee the absolute impregnability of the Internet and therefore, the violation of data through fraudulent access to them by third parties.

## **4. USE OF COOKIES.**

THE COMPANY web uses cookies. A cookie is a small text file that the website server locates on the hard drive of the user’s computer to collect statistical data about his browsing on the site and allow the display of advertising content. They do not contain personal data. The user can configure his browser to accept or reject the installation of cookies or delete them once finished their browsing on the website. However, THE COMPANY advises and appreciates the acceptance of cookies to get more precise data to improve the content and adapt to user preferences. THE COMPANY is not responsible for the deactivation of cookies may impede the proper running of the webpage.

## **5. REGISTER AND SUSCRPTION.**

In case you decide to subscribe, you will be asked for some essential personal data, in order to manage the products or services requested (name, email, mailing address, etc.). Also it can be required to voluntarily supply complementary data for information and marketing offers, services purposes or

others purposes related to them limited to the activities and services that THE COMPANY offers.

## **6. TRUTHFULNESS INFORMATION.**

Users will be liable in any case of the veracity of the information provided and will be responsible for communicating any changes in them, being THE COMPANY free from any responsibility in this regard. THE COMPANY reserves the right to deny its service to any user who provides false data, without prejudice to use other actions stipulated by law.

## **7. DATA ACCESS.**

Any third party outside to the above mentioned responsible, may directly access, under any circumstances, to your personal data without your express consent for every occasion. Except those considered responsible for the processing, which need to access to provide the service management or development of the activity.

## **8. USERS RIGHTS.**

Users have and may exercise their rights of access, cancellation, rectification and opposition by writing to the addresses indicated in each case or the addresses indicated in paragraph 1, identifying and specifying the application communication, and including a photocopy of ID or equivalent document. They can also send an email to [reservas@hotelcarlos1.es](mailto:reservas@hotelcarlos1.es) Please consider the procedure of Article 25 of the Royal Decree 1720/2007 of 21 December, for the purpose of exercising your rights

## **9. COMERCIAL COMMUNICATIONS.**

THE COMPANY under Law 34/2002, of July 11, of Information Services Society and E-Commerce, in any case shall forward advertising and communications for sale or other commercial purpose to the users, without their request or consent. They will neither send unsolicited messages or previously consented messages, without the previous consent.

## **10. ELECTRONIC DEREGISTRATION**

THE COMPANY informs users that if they have applied for receiving commercial messages or alerts in electronic form, they may unsubscribe from such communications by following the instructions in each case or communicating it to [reservas@hotelcarlos1.es](mailto:reservas@hotelcarlos1.es)