

## **GENERAL CONTRACT CONDITIONS.**

The purpose of these General Terms and Conditions is to regulate the contractual relationship between FONAMENTA CAPITAL S.A. (hereinafter "the company/entity") and you (hereinafter "the customer/user"), relating to the purchase of hotel and/or tourist accommodation services through the website [www.virreyhotel.com](http://www.virreyhotel.com) (hereinafter "the website"), a domain owned by FONAMENTA CAPITAL S.A., a legally incorporated company, with registered office at C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA , BALEARES, with Tax Identification Number B75691253 registered in the Companies Register of islas Baleares, S8, PM9144, I/A 30.

### **I.- PRE-CONTRACTING INFORMATION**

If you are under 18 years of age, you may not purchase and/or book any of the hotel and/or tourist accommodation services on the [www.virreyhotel.com](http://www.virreyhotel.com) website. To purchase any hotel and/or tourist accommodation services on the website, you must be 18 or over.

We recommend that you read these general terms and conditions prior to making a purchase, as their acceptance is a prior and essential step in the purchasing process. Prior to the start of the purchasing procedure, the company/entity makes these general terms and conditions available to you so that you may save and reproduce them.

We inform you that an electronic archive of these general terms and conditions of business will be produced and accessible to you at all times. All information provided during the purchasing process will be stored by the company and prior to procurement and during the purchasing process, you will be able to access, file and print these general terms and conditions for consultation purposes.

We inform you beforehand of the procedures that you must follow to accept these general terms and conditions. The procedures for engaging the hotel and/or tourist accommodation services offered are those described in these general terms and conditions, as well as the specific ones indicated on the website while browsing, so that you as the client/user declare that you know and accept these procedures as necessary for acquiring and/or engaging the hotel and/or tourist accommodation services offered on the website.

Our hotel and/or tourist accommodation services may be booked in the language of your choice of those available on the website. However, the language in which these general contract conditions are formalised is Spanish.

During the purchasing procedure, the company/entity provides you with the appropriate technical means to identify and correct errors. Any modification or correction of the data provided by you while browsing must be carried out in accordance with the indications provided on the website. This website displays windows for confirmation of the data provided, which may not allow you to continue with the purchase or contract if the data entered are not in the correct format. Before making a payment, you will be able to view the hotel and/or tourist accommodation services selected on the website and the details of your order so that, if necessary, you may change these details. If you detect an error after completing the payment process, you should contact customer service at: or at the email address: [central@summumhg.com](mailto:central@summumhg.com) .

By providing your personal data, you give your express consent to processing this personal data for the purpose of purchasing and/or engaging the hotel and/or tourist accommodation services on the website.

The online purchase and/or booking of the hotel and/or tourist accommodation services offered by the company/entity through this website is subject to the provisions of these General Contract Conditions.

The purchase and/or booking of any of the hotel and/or tourist accommodation services of the company/entity through the website requires the acceptance of each and every one of the general contract conditions and/or the specific conditions applicable to the hotel and/or tourist accommodation services purchased and/or booked.

These General Conditions are subject to the provisions of Law 34/2002, on information society services and electronic commerce; Law 7/1998 on General Contracting Conditions; Royal Decree 1906/1999, which regulates telephone or electronic contracting with general conditions in development of article 5.3 of Law 7/1998; Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and any complementary laws that may be applicable.

If you have any queries, please contact us at the following email address: [central@summumhg.com](mailto:central@summumhg.com).

## II.- DETAILS OF SELLER.

This website is operated by:

FONAMENTA CAPITAL S.A

CIF/NIF (Corporate tax ID). A07221419

Address: C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA , BALEARES.

FONAMENTA CAPITAL S.A. sells the hotel and/or tourist accommodation services offered through the website [www.virreyhotel.com](http://www.virreyhotel.com).

The company/entity has its registered address and/or premises at C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA, BALEARES.

FONAMENTA CAPITAL S.A. is the owner of the domain and the website [www.virreyhotel.com](http://www.virreyhotel.com).

## III.- PURPOSE OF THE CONTRACT CONDITIONS.

The purpose of these contract conditions is to regulate the conditions of sale of the hotel and/or tourist accommodation services offered by the company/entity on this website. These conditions regulate the contractual relationship for purchasing arising between the company/entity and yourself at the moment you check the corresponding box during the online purchase and/or booking process.

The characteristics of the hotel and/or tourist accommodation services purchased and/or engaged are reflected on the website.

The purchasing on your part of any of the hotel and/or tourist accommodation services through the website [www.virreyhotel.com](http://www.virreyhotel.com) entails the acceptance and subjection to these General Contract Conditions and to the particular conditions that may apply to the purchase and/or booking of each of the hotel and/or tourist accommodation services.

The prices applicable to the hotel and/or tourist accommodation services booked by you are those indicated on the website on the date of booking and/or purchase.

All the technical means and requirements needed to access the website and the hotel and/or tourist accommodation services hotel or tourist accommodation services offered therein shall be the sole responsibility of the user.

Once you have accessed the website, in order to proceed with the purchase of the different hotel and/or tourist accommodation services, you must follow all the indications and instructions on the website, completing for these purposes the required contract conditions and other forms established for each hotel and/or tourist accommodation service, which requires reading and accepting these General Contract Conditions, as well as, where applicable, particular conditions that may be applicable.

#### IV.-PURCHASING PROCEDURE.

Hotel and/or tourist accommodation services must be purchased through the specific selection of the services desired by means of the purchase selection instruments found on the website. Once the purchase request has been selected and verified, you must expressly accept the contract conditions as shown on the website. From the moment of acceptance, you acquire the status of customer/user of the company/entity. We recommend that you read these General Terms and Conditions carefully, and print them on paper or save the document in electronic format.

In order to purchase any of the hotel and/or tourist accommodation services on the website, you are required to register your personal and/or professional details. In some cases, you will have to set up a username and password that will allow you to access areas that require prior identification. When you register your personal data on our website, or when you book one of our hotel and/or tourist accommodation services, your personal and/or professional data are incorporated into our database, and will be used exclusively to process the sale of the service during the selected period and to send you information about hotel and/or tourist accommodation services offers similar to those you have purchased that may be of interest to you. At any time, you may modify your customer registration details (address, contact telephone number, email address, etc.).

Purchase procedure:

1.- To purchase hotel and/or tourist accommodation services from the website, you must follow the instructions on the page and select the services you wish to purchase.

You will be able to view and control hotel and/or tourist accommodation services selected by following the purchase and/or booking instructions on the website. When selecting the hotel and/or tourist accommodation service on the website, you will be able to view the characteristics of the service and its price. We will also specify whether or not VAT is included in the final price of the service selected, and the terms and conditions, including information regarding extra costs.

Once the selection of the hotel and/or tourist accommodation services is complete, you will proceed to payment. Before confirming payment, we will inform you again of the price of the hotel and/or tourist accommodation services that you have selected, specifying whether or not VAT is included in the final price of the services selected, the contract conditions, including information regarding the date when the hotel and/or tourist accommodation services will be provided, and in case of additional expenses, we will indicate the corresponding amount. In any case, you will be informed of the costs of the hotel and/or tourist accommodation services that you have purchased in the event that these are not included in the final price of the services selected.

You will also receive information regarding the possibility of applying discounts. At this point you will be able to continue shopping or make the payment and/or contracting.

2.- To make the purchase and payment of the hotel and/or tourist accommodation service you will fill in a form with the data requested. The data that are mandatory to proceed with the purchase and payment will be marked with an asterisk. A delivery address will need to be specified.

Once the mandatory personal data of the order and payment form has been implemented, accept the terms and conditions of the order and payment by ticking the corresponding box. You must also expressly accept the processing of your personal data for the purpose of purchasing and/or booking the hotel and/or tourist accommodation services on the website by ticking the privacy policy and personal data processing box.

You may also request, by ticking the corresponding box, to receive newsletters and offers from the company/entity. And confirm the billing address.

3.-The form of payment accepted by the company/entity is:

4.- The security of its customers is essential for the company/entity [...]. Therefore, in order to protect the transmission of confidential information, the website has a data encryption protocol with an SSL Security Certificate. SSL encryption technology protects financial transactions and the flow of data (name, address, credit card number, etc.), allowing transactions to be carried out securely. For payment with Visa and Mastercard credit cards, the customer is required to have CES (Secure Electronic Commerce) payment activated. You can tell whether the Secure Electronic Commerce protocol is activated by the VISA "Verified by VISA" and Mastercard "Mastercard Secure Code" logos. In all transactions the system conducts a validation with the issuing bank of the card with which you are paying, asking for a key / PIN / signature / security code that the customer must have, and that together with the card number, expiry date and the 3 digits on the back guarantee the security of the transaction. We call this key / PIN / signature / security code the CES Security Code or CES Secure E-Commerce Code. The customer's credit card details will be absolutely confidential (neither the company/entity nor third parties will be able to access them).

In the event that payment by credit card is refused, the purchase of the service will be automatically cancelled and the customer will be informed of the cancellation by electronic means.

5.- Finally, you must confirm the contracting and/or purchase of the hotel and/or tourist accommodation services selected.

#### V.- CONTRACTED SERVICES. LEGAL GUARANTEE.

The services sold by the company/entity on the website include and are offered with a description of their characteristics that is accurate as possible. This description also includes information about the after-sales services that correspond to the contracted service, if such services exist, and about the terms and conditions of said after-sales services.

You are hereby informed that the services we provide via the website will not be subject to the legal guarantee provided for in Article 114 of the TRLGDCU (Consolidated Text of the Spanish General Consumer and User Protection Act) and governed by Title IV (Guarantees and After-sales Services) of the TRLGDCU as they are one of the exceptions listed in Article 114.2 TRLGDCU stating that the legal guarantee does not apply to the provision of services other than digital services, regardless of whether the company/entity has used digital forms or means to obtain the result of the service or to deliver or transmit the same to the consumer or user.

The provisions of Title IV (Guarantees and After-sales Services) of the TRLGDCU (Consolidated Text of the Spanish General Consumer and User Protection Act) will always apply to the legal guarantee of conformity applicable under these terms and conditions of business.

#### VI.- PRICE AND AVAILABILITY OF THE SERVICE.

The prices applicable to each of the hotel and/or tourist accommodation services are published on the website and indicated for each service. The prices of the hotel and/or tourist accommodation services are shown in euros.

Before you accept the booking and/or purchase transaction, the prices of each of the hotel and/or tourist accommodation services selected and/or booked will be clearly specified, as well as the expenses that will be applicable to the operation and the promotions or discounts that may be applicable.

The company/entity reserves the right to modify its prices at any time. In case of modification of the sale price, the hotel and/or tourist accommodation services will be invoiced according to the price effective during the registration of the booking and/or purchase.

For any payment made to the company/entity you will receive an invoice in your name.

For any information about the hotel and/or tourist accommodation service purchased, you should send an email to the email address [central@summumhg.com](mailto:central@summumhg.com), indicating your customer/user details in the message subject line.

#### VII.- OFFERS.

The offers are duly indicated. The hotel and/or tourist accommodation services offered on the website will be available until any modification to it is made, which will be notified one week in advance.

#### VIII.- RIGHT OF WITHDRAWAL.

You are hereby informed that the right of withdrawal will not apply to the hotel or tourist accommodation service you have contracted as it is one of the exceptions provided for by Article (103 L TRLGDCU).

Nonetheless, cancellation is permitted by certain bookings and the terms and conditions of said cancellation are reflected in the contracted booking.

To exercise the right of withdrawal, the Customer may use any of the following methods:

a) By telephone at the number 971 70 77 55.

b) By mail at the address C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA, BALEARES Using the withdrawal form that the Customer must download here, and which can be sent to the email address [central@summumhg.com](mailto:central@summumhg.com). In this case the Customer must state Withdrawal Form as the subject of the email.

Withdrawal form (This form should only be completed and sent if you wish to withdraw from the contract).

For the attention of: FONAMENTA CAPITAL S.A. with personal/company tax code: A07221419, address at: C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA , BALEARES, Tel. no.: 971 70 77 55, Email: [central@summumhg.com](mailto:central@summumhg.com).

I/we hereby inform you that I/we withdraw from our contract of sale for the following goods/provision of the following service

Reference no.

Pertaining to reservation no.:

With purchase date

Name of Buyer(s)

Address of Buyer(s)

If the shipping address is different from that of the buyer, you must fill in the following details: Recipient's name

Recipient's address

Signature of consumer(s) Date

Date

You are also entitled to complete and send the withdrawal form or any other unequivocal statement electronically via our website or e-mail [central@summumhg.com](mailto:central@summumhg.com). If you opt for this method, we will notify you without delay of our receipt of said withdrawal in durable medium by e-mail.

Furthermore, in the event of a withdrawal, and with regard to the personal data of the customer, the company/entity will comply with the obligations applicable under (EU) Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Spanish Constitutional Law 3/2018, of 5 December, on personal data protection and the guarantee of digital rights.

#### IX. CLAIMS, COMPLAINTS AND QUERIES.

If you are considered to be a consumer, you may contact the Customer Care Service of the company after purchasing one of our products or services with any query, incident, complaint or claim by writing an e-mail to:

A telephone number is also available for the same purposes and you are also entitled to lodge a complaint or claim in writing to the address C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA, BALEARES

Official claims and complaints forms are available to consumers and can be found via the following link: [https://caib.es/sites/consumidor/es/full\\_de\\_reclamacions\\_i\\_cartell\\_informatiu/archivopub.do?ctrl=MCRST19ZI337329&id=337329](https://caib.es/sites/consumidor/es/full_de_reclamacions_i_cartell_informatiu/archivopub.do?ctrl=MCRST19ZI337329&id=337329) on the website at [https://caib.es/sites/consumidor/es/full\\_de\\_reclamacions\\_i\\_cartell\\_informatiu/](https://caib.es/sites/consumidor/es/full_de_reclamacions_i_cartell_informatiu/) or by requesting one by e-mail.

Once we have received your claim or complaint, we will send you confirmation of receipt including a reference number for the claim or complaint you have lodged. We undertake to respond to any complaint or claim you lodge with us as quickly as possible and always within one month of the date on which the claim was lodged.

To lodge a claim or complaint, you may also make use of any of the official claims forms available to you from the competent authorities at the municipal or regional consumer affairs office that corresponds to your home address.

In the event that you are not satisfied with our response to your claim, as a consumer you are entitled to contact and lodge a complaint or claim with the corresponding authorities that oversee consumer affairs and consumer information, which can be contacted via the links below:

Local level: <https://cidoc.consumo.gob.es/directorio-mapas/oficinas-municipales-informacion-consumidor>

Regional level: <https://www.dsca.gob.es/es/consumo/cooperacion-institucional/organismos-autonomicosconsumo>

National level: [https://consumo.sede.gob.es/procedimientos/index/categoria/1426/language/es\\_ES](https://consumo.sede.gob.es/procedimientos/index/categoria/1426/language/es_ES)

EU level: <https://portal-cec.consumo.gob.es/>

The company/entity informs the customer that it is not adhered to any alternative consumer dispute resolution scheme or consumer arbitration system, nor is it required under any regulations or code of conduct to participate in such a procedure before a specific entity.

This clause does not apply if you are considered to be a company or freelance professional, unless you are considered to be a consumer under the terms stated in Article 3.1. of the TRLGDCU [Consolidated Text of the Spanish General Consumer and User Protection Act].

#### X. COMPANIES OR FREELANCE PROFESSIONALS.

If you contract as a freelance professional or business owner, none of the provisions of Spanish Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the Spanish General Consumer and User Protection Act (TRLGDCU), will apply to this contracting process unless you are considered to be a consumer under the terms stated in Article 3.1. of the TRLGDCU.

Furthermore, in this case, if you are considered to be a company or freelance professional in this contracting process, the two parties accept the competent Courts and Tribunals for the resolution of any issues that may arise or actions that may be taken as a result of providing the website service and the services and content thereof, as well as for the interpretation, application, compliance or non-compliance with the content of these general terms and conditions of business given that, in such cases, the consumer and user protection regulations do not apply.

#### XI. ENTERING INTO THE CONTRACT.

Contracts shall be deemed entered into and produce all the effects provided for by law when consent and the other requirements necessary for their validity are met, and shall be governed by the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce (LSSI), art. 23 and 24, the Civil Code, the Commercial Code and other applicable civil or mercantile regulations. If you are a consumer, it will be understood that this contract is entered into at the place where you have your primary residence. If you are a professional or business owner, it will be understood that this contract is entered into at the location of the registered address and/or premises of the company/entity.

#### XII. AMENDMENT.

The company/entity reserves the right to amend or replace these contracting terms and conditions in the event of new economic, commercial or regulatory circumstances and/or extraordinary circumstances that affect the sale of the product and/or provision of the service and/or aspects related thereto that justify any such amendment to these terms and conditions. Any unilateral amendments to these terms and conditions on justifiable grounds will not, under any circumstances whatsoever, affect the contracting terms and conditions governing those products, services or promotions that may have been accepted prior to such amendments.

#### XIII. LIABILITY REGIME.

The company/entity will not be liable for problems due to lack of access or problems inherent to Internet connectivity or electricity networks when the causes are beyond its control or could not have been foreseen by the parties, or that, if foreseeable, the company/entity makes all reasonable efforts to avoid them or they are considered acts of god or force majeure.

The company/entity accepts no liability whatsoever for any delay to the performance of its obligations or failure to perform the same in the event that such non-compliance stems from a situation of force majeure, in accordance with the provisions of Article 1,105 of the Spanish Civil Code. Such circumstances will be communicated to the other party as soon as possible. The agreed delivery times will be extended for at least the period of time during which the situation of force majeure existed. If the situation of force majeure persists for more than three (3) months, either of the parties may terminate these contracting terms and conditions.

#### XIV. PROTECTION OF INTELLECTUAL PROPERTY.

FONAMENTA CAPITAL S.A. is the owner of the domain and the website [www.virreyhotel.com](http://www.virreyhotel.com). The trademark is duly registered in the name of FONAMENTA CAPITAL S.A. Likewise, the website [www.virreyhotel.com](http://www.virreyhotel.com) including, but not limited to, programming, editing, compilation, designs, logos, text and / or graphics, is the property of FONAMENTA CAPITAL S.A., and is protected by national and international intellectual and industrial property law. Therefore, the holder of the rights expressly prohibits the use or reproduction, partial or total (by any physical or electronic means), by third parties, unless there is an agreement or written authorisation to this effect.

Access by the user to the website does not grant the user any ownership rights over the same. FONAMENTA CAPITAL S.A. shall take legal action as provided by law against those who knowingly and without authorisation carry out any of the aforementioned acts.

#### XV. INFORMATION ON BUSINESS REVIEWS.

Pursuant to the provisions of Article 20 of the TRLGDCU (Consolidated Text of the Spanish General Consumer and User Protection Act), you are hereby informed that the company/entity cannot guarantee that the reviews published on the website or on our social media profiles have been written by customers or users who have used or contracted our products or services.

#### XVI. APPLICABLE LAW AND JURISDICTION.

These general conditions shall be governed by and interpreted in accordance with Spanish law in all matters not expressly established herein. The parties submit to the jurisdiction of the competent Courts and Tribunals for any questions that may arise or actions that may be brought as a result of the provision of the website service and its services and contents, and regarding the interpretation, application, fulfilment or non-fulfilment of the provisions of these general conditions. If the user is considered to be a consumer, the competent Courts and Tribunals will be those as provided for in the provisions of current legislation governing consumer protection. In this case, the competent tribunal is the one corresponding to the home address of the consumer or the location where the obligation must be fulfilled.

#### XVII. PERSONAL DATA

In accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights, you are provided with the following information on how your personal data is processed: RESPONSIBLE / MANAGER: FONAMENTA CAPITAL S.A., Fiscal ID code: A07221419, With registered Address at C/FRAY JUNÍPERO SERRA Nº 5 07014 PALMA DE MALLORCA, BALEARES, Telephone: 971707755, email address: [lopd@summumhg.com](mailto:lopd@summumhg.com). You can contact the data protection officer at the following Email Address: DATA PROTECTION OFFICER: CONTACT: / [Http://www.protecmir.com](http://www.protecmir.com) / E-MAIL: [protecmirlegal@protecmir.com](mailto:protecmirlegal@protecmir.com). . PURPOSE: At FONAMENTA CAPITAL S.A., we process the information you provide us in order to provide you accommodation in our hotel and/or the services of our establishments, in addition to managing the sending of information and commercial research and invoicing thereof. We will develop a commercial profile based on the information provided in order to be able to offer you our services in accordance with your interests. No automated decisions will be made based on this profile. The personal data provided will be retained for the duration of the commercial relationship and as long as no request has been received to delete the same by the interested party, for a duration of 5 years from the last time you contract and/or make any reservation. In any event, your personal data will be retained while they remain useful for the purpose indicated, and in any event for the legally established periods and for the time needed to address any possible liabilities resulting from said processing. LEGAL BASIS: Personal data processing is based on the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract; we are also obliged to process your personal information to comply with a legal obligation that applies to the data controller. In any event, you have given your consent for your personal information to be processed for one or

more specific purposes, in accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 (ART 6.1. A. B. C) and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights: (LOPDPGDD). Act 1/1992, modified by Organic Law 4/2015 of 30 March on the Protection of Public Safety, shall apply. Articles 20 and 21 of the Information Society Services Act 34/2002, for the use of telecommunications to send commercial offers, shall apply. While the prospective offer of services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase and/or provision of the service under any circumstances. The personal data must be provided, otherwise the hotel accommodation service and/or the requested offer cannot be provided. While the prospective offer of products and services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase of any product and/or service under any circumstances. RECIPIENTS: No personal data will be shared with any third party not connected to the company, unless it is a legal requirement to do so. However, you are informed that third-party providers may have access to your personal data, as data processors, within the framework of the provision of a service for the Data Controller company. In addition to the above, the company may share or communicate personal data in order to meet its obligations with public administrations when required to do so by law. No data is expected to be transferred to third countries. RIGHTS: Interested parties have the right to obtain access to their personal information, as well as to request that any inaccurate data be rectified or, where appropriate, to request the removal of said data when, among other reasons, the information is no longer needed for the purposes for which it was obtained. In certain circumstances, interested parties may request that the processing of their data be limited, in which case we will only retain it for the purpose of filing or defending complaints. Additionally, and for purposes related to their particular situation, interested parties may oppose the processing of their data, in which case their personal information will no longer be processed for those purposes to which they have stated their opposition. When technically possible, the interested party may request the portability of their data to another Data Controller. To exercise these rights, in accordance with current legislation, the parties concerned may write to FONAMENTA CAPITAL S.A. at C/FRAY JUNÍPERO SERRA Nº 5, CP: 07014, PALMA , enclosing a copy of a document accrediting their identity (national identity document), or email [lopdp@summumhg.com](mailto:lopdp@summumhg.com). You have the right to file a complaint with the Regulatory Authority: The Spanish Agency for Data Protection ([www.agpd.es](http://www.agpd.es)). Origin of personal data: the data subject.