

LEGAL NOTICE

The purpose of this Legal Notice is to establish and regulate the terms of use of the website <http://servaturhotels.com> (hereinafter, the 'Website').

Access and browsing on the Website or the use of its services imply the express and total acceptance of each and every one of the Terms and Conditions of use stated herein, including the General Terms and Conditions of Contract as well as the Privacy and Cookies policies, related to the purpose of processing the data you provide us with. Please read them carefully.

1. OWNER

In accordance with Law 34/2002, of July 11, on Information Society Services and Electronic Commerce, the identifying data of the owner of the Website which you are currently browsing is:

SERVATUR, S.A.

Tax Identification Number: A35032200

C/ DORAMAS, 4, 35129, MOGAN

2. INTELLECTUAL PROPERTY

SERVATUR, S.A. is the owner and has the corresponding license for the operating rights of the Website's intellectual and industrial property.

All contents on this Website, including graphic design, source code, logos, texts, graphs, illustrations, photographs and other elements which appear on it are exclusively owned by SERVATUR, S.A. unless otherwise stated.

Under no circumstance does the User's access and browsing of the Website imply a renunciation, transmission, total or partial license or transfer of the aforementioned rights held by SERVATUR, S.A. over any other right related to its Website and the services offered therein.

Furthermore, it is strictly prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, load files, send via email, transmit, use, process or distribute in any way all or part of the contents included on the Website for public or commercial purposes without express and written consent from SERVATUR, S.A. or, where applicable, from the owner of the corresponding rights.

The User therefore acknowledges that any reproduction, distribution, commercialisation, transformation and, in general, other form of exploitation, through any procedure, of all or part of the Website's contents, constitutes a breach of the intellectual and/or industrial property rights of the Website's owner or of the owner of said rights.

3. WEBSITE USE

The User agrees to use the Website, its contents and services in accordance with current laws and this Legal Notice.

The User also agrees not to use the Website or the services provided therein for illegal purposes or effects which are contrary to the content of this Legal Notice, damaging towards the interests and rights of third parties or which in any way may damage, disable or deteriorate the Website and/or its services or prevent other Users from using it in a normal manner.

Furthermore, the User expressly agrees to not destroy, alter, disable or, in any way, damage the data, programmes or documents of an electronic or any other nature which can be found on this website.

The User agrees not to prevent access to the service to other Users by means of mass consumption of the computer resources through which the Website's owner provides the service, as well as not to carry out actions which may damage, interrupt or generate errors to the aforementioned systems.

The User agrees not to introduce programmes, viruses, macros, applets, ActiveX controls or any other logical device or character sequence which is liable to cause any kind of alteration to computer systems owned by the Website's owner or third parties.

The User is solely responsible for the adequate custody and confidentiality of any username and/or passwords provided by the Website and agrees not to transfer their use, temporarily or permanently, to third parties or allow access to them to outsiders.

It is the User's responsibility if any unauthorised third party uses the services in an illegal manner by employing a password in his possession due to carelessness or the loss of it by the User.

On that basis, it is mandatory for the User to immediately notify the Website's managers of any event which may allow for an improper use of his username and/or passwords, such as theft, loss or unauthorised access to them, in order to proceed to their immediate cancellation.

Until such information is notified, SERVATUR, S.A. shall be exempt from any responsibility derived from improper use of usernames or passwords by unauthorised third parties.

4. WEBSITE FUNCTIONING

SERVATUR, S.A. is exempt from any responsibility derived from interferences, omissions, interruptions, computer viruses, telephone-line breakdowns or disconnections in the electronic system's operational functioning caused by reasons unconnected to the Website's owner.

Furthermore, SERVATUR, S.A. is also exempt from any responsibility derived from delays or blocks in the operational functioning of this electronic system caused by failure or overload of the telephone lines or the Internet, as well as from any damages caused by third parties via illegal intrusions outside of SERVATUR, S.A.'s control.

SERVATUR, S.A. has the right to, with no prior notice, temporarily suspend access to the Website due to maintenance works, repairs, updates or improvements.

5. LIABILITY

SERVATUR, S.A. does not guarantee the legality, reliability, utility, veracity or accuracy of the services or information provided by third parties through the Website.

The User is solely responsible for any infringements he may commit or for any damages caused by the improper use of the Website. Therefore, SERVATUR, S.A., its partners, group companies, collaborators, employees and representatives are exempt of any kind of responsibility derived from the User's actions.

SERVATUR, S.A. shall carry out all reasonable efforts and measures to provide updated and reliable information on its Website. However, the Website's owner does not guarantee that there will be no errors, potential inaccuracies and/or omissions in the contents published by third parties accessible via this Website.

The User is solely responsible for any legal claim or action, judicial or extrajudicial, filed by third parties against the Website's owner based on improper use of the Website by the User. Where applicable, the User shall cover any expenses, costs and compensation which SERVATUR, S.A. is requested to pay as a result of the aforementioned legal claims or actions.

6. JURISDICTION AND APPLICABLE LAW

This Legal Notice is governed and interpreted in accordance with Spanish law.

SERVATUR, S.A. and the User expressly waiver the right to any other jurisdiction they may be entitled to and submit to the Courts and Tribunals of the city of Las Palmas de Gran Canaria, Las Palmas (Spain) unless applicable regulations to a specific case prevent the parties to submit themselves to a particular jurisdiction.