

PALAFox HOTELES GENERAL TERMS AND CONDITIONS

1. Introduction

The purpose of this document is to regulate the GENERAL TERMS AND/OR CONDITIONS of on-line Reservation services of the company PALAFox HOTELES. The terms "You" and "User" are used herein to refer to any individual and/or entity that for whatever reason accesses www.palafoxhoteles.com or uses the services.

2. Use of the PALAFox HOTELES On-line Reservation Services

2.1. On-line Reservation Services

a. The purpose of the On-line Reservation Services is the Reservation of a room in any PALAFox HOTELES hotel. The use of these services presupposes full and unconditional acceptance and the validity of each and every one of the general terms and/or conditions. (WHICH SHALL BE DEEMED TO BE AUTOMATICALLY INCORPORATED IN THE AGREEMENT ENTERED INTO WITH PALAFox HOTELES WITHOUT THEIR WRITTEN TRANSCRIPTION THEREIN BEING NECESSARY) INCLUDED IN THE LATEST UPDATED VERSION OF THESE GENERAL TERMS AND/OR CONDITIONS.

b. Contract Procedure: Whenever user makes use of the service, he or she will receive confirmation by email including the information that user's purchase order is in the process of being confirmed. If user is a consumer, once the amount corresponding to the Reservation has been charged, it will receive an email confirming the reservation, which will act as proof of the reservation.

c. Guarantee: The reservation is confirmed and guaranteed all night long with a credit card. If the client fails to show up without prior notice, the first night's stay will be charged (VAT and taxes included).

d. Termination of Agreement or Cancellation of a Reservation. The credit card is just a guarantee. The client will not be charged a cancellation fee always provided that it makes the cancellation before the time established as the deadline: 1 day before on the day of arrival.

This clause is not valid for reservations made with special rates/conditions. In this case the respective special conditions will apply.

The deadline arrival times at the hotel: 18.00 hours on the day of arrival.

e. Rates per Room and Night Rates are valid only in writing and only for the period indicated. When justifiable reasons exist, PALAFox HOTELES reserves the right to amend these rates without prior notice.

The rates relative to the reservation are indicated during the reservation process. VAT will be applied to the rates.

2.2 User undertakes to make use of the services in accordance with the Law, decency, respectability and law and order and in accordance with the provisions of these General Terms and Conditions. Consequently, user has the obligation of refraining from using the services for illicit purposes and effects and/or contrary to what is established in these General Terms and Conditions, in a manner that may be injurious to the rights and/or interests of third parties or that may in any way harm PALAFox HOTELES and/or its image or the services.

2.3 Users are invited to suggest any modifications they may consider useful by contacting the persons responsible for the service at the following email address lopd@palafoxhoteles.com

3. Protection by PALAFox HOTELES of Users' Personal Data

Users of the on-line Reservation services offered via www.palafoxhoteles.com are voluntarily providing data of a personal type (hereinafter Personal Data) and expressly and unconditionally agree in full to PALAFox HOTELES processing them automatically and including them in a file for the purpose of being able to offer and provide services. This file is the responsibility of PALAFox HOTELES and is registered with the competent authority.

Due to the characteristics of the PALAFox HOTELES activity and its services and in order for it to develop and meet its targets, it may be necessary for these personal data to be ceded to third parties. These personal data may be transferred to companies within the GRUPO ZARAGOZA URBANA S.A. 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 PALAFox HOTELES.

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 PALAFOX HOTELES by sending an email to lopd@palafoxhoteles.com or by writing to its registered office. PALAFOX HOTELES guarantees that it has adopted all appropriate security measures in its installations, systems and files. Furthermore, PALAFOX HOTELES guarantees the confidentiality of 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.palafoxhoteles.com 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.

PALAFOX HOTELES services are not for use by minors and PALAFOX HOTELES neither requests nor collects information relating to minors.

PALAFOX HOTELES may collect information through such devices as cookies or log files on the browsing habits of its www.palafoxhoteles.com users. These devices are associated exclusively with one user and its own personal computer. In these cases, PALAFOX HOTELES will only use these data as a whole and with the ultimate aim of improving its services. It is possible that PALAFOX HOTELES may share this information with client companies but always globally and solely for statistical purposes.

The electronic document with which the reservation is formalized is archived electronically during the established statutory period. Clients may access data by exercising their corresponding access rights in the aforementioned manner.

The operations of consultation of account information of user and of request of services or products across the web PALAFOX HOTELES are realized by means of a sure server. The software of the above mentioned server codifies the information that the user introduces before transmitting it to PALAFOX HOTELES. Likewise, PALAFOX has strict safety procedures relative to the storage and revelation of information in order to avoid any access not authorized to the same ones, in agreement with disposed in article 9 of Spains's Laww 15/1999, of 13th Decembre 199, of the Protection of Personal Data.

4. Correct Use by User of the Web Site's Contents

4.1 PALAFOX HOTELES declares that the industrial property rights (brands, commercial names, etc.) which appear in its web site are its property and/or are legitimately exploited by virtue of usage agreements or licences, being duly protected by the Industrial Property regulations. User undertakes to use the Web Site lawfully, diligently and correctly and, in particular, it undertakes to refrain from:

(a) Eliminating, evading or manipulating the copyright, brands and all other data identifying the rights of PALAFOX HOTELES or titleholders included in the contents and/or products placed on the market from the PALAFOX HOTELES Web Site as well as all technical protection devices, digital marks and all other information mechanisms that may contain them

(b) Using the contents and, in particular, information relating to PALAFOX HOTELES obtained via the Web Site for sending publicity, communications for promoting direct sales or any other type of commercial purpose, allowing the general public's access via whatsoever mode of public communication, transforming or modifying the contents, except with the authorization of the holder of the corresponding rights or when legally permitted

(c) In general, using the contents in a manner or for purposes or effects that are contrary to the Law, decency, respectability and law and order. PALAFOX HOTELES grants neither licences nor usage authorizations of any type over its industrial and intellectual property rights or any other property or right relating to its Web Site.

4.2. Procedure in the case of the Violation of Intellectual Property Rights. If a user or third party is of the opinion that a part of the contents has been entered in the Web Site in violation of its intellectual property rights, it must send a notification to PALAFOX HOTELES with a complete and accurate indication of its data, the intellectual property rights supposedly infringed and the Web Site.

5. Right to amend the General Terms and/or Conditions

PALAFOX HOTELES reserves the right, without prior warning, to unilaterally amend any of the provisions of these General Terms and/or Conditions, in the manner it may deem necessary, informing users of the amendments made via www.palafoxhoteles.com .

6. Guarantee and liability disclaimer

6.1 PALAFOX HOTELES does not guarantee the reliability, availability or continuity of the services made available to user and, consequently, disclaims all liability for any damages and/or losses of any type that may be due to the lack thereof. Nevertheless, and to the extent that this is possible, it will endeavour to make technical assistance available to the affected person. Likewise, PALAFOX HOTELES will seek to resolve the interruption and, whenever possible, put alternative measures at the disposition of the user.

PALAFOX HOTELES can in no event be held liable for any losses or damages whatsoever arising out use of the website and booking system. Users may address any claim at the hotel reception or by e-mail.

6.2 PALAFOX HOTELES 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 damages and/or losses of any type that may result therefrom.

6.3 If, in spite of acting with due diligence and foresight, PALAFOX HOTELES is unable to provide the booked rooms for reasons that are not attributable to PALAFOX HOTELES or should it be impossible to render the services under the agreed terms and conditions, PALAFOX HOTELES shall offer user the possibility of choosing between a refund of the total amount paid or the substitution of other rooms of a similar category or quality. if, as a result of the substitution, the service were to be of inferior category or quality, PALAFOX HOTELES must refund the difference.

7. "Hyperlinks"

The website may make available to users links to other web sites operated and controlled by third parties. These links have the sole function of making it easier for users to search for information, content and services on the Internet and in no way may be considered a suggestion, recommendation or invitation to visit them. Palafox Hoteles does not sell, manage, control, nor endorse any content, services, information and data available on such websites.

Palafox Hoteles thus assumes no liability, either directly or indirectly, for any damages of any kind arising from access, maintenance, use, quality, legality, reliability and usefulness of the content, information, communications, opinions, events, products and services found or offered on websites not managed by Palafox Hoteles and which are accessible through links on the website.

Any individuals or entities who wish to create a hyperlink from one web page to another Internet portal or any pages on the Palafox Hoteles website must comply with the following conditions:

- The total or partial reproduction of any services or content of the website is not permitted.
- No deep-links or IMG or image links, nor frames with website pages will be allowed without the express permission of Palafox Hoteles.
- No false, inaccurate or incorrect will be included on the Palafox Hoteles website, its employees, or the services or content offered.
- Except for any signs that are part of the "hyperlink", the website on which it is found may not contain any trademark, trade name, label, name, logo, slogan or other distinctive signs belonging to Palafox Hoteles unless authorized by Palafox Hoteles.
- The creation of a "hyperlink" does not imply the existence of any relationship between Palafox Hoteles and the owner of the website or portal from which it is made, nor any knowledge or acceptance by Palafox Hoteles of the services and content offered on that website.
- Palafox Hoteles is not responsible for the content or services made available to the public on any website containing a "hyperlink" or the information and statements included therein.
- The web page on which the hyperlink appears may not contain any information which is illegal, contrary to morality and generally accepted good practices and public order, nor include contents which infringe the rights of third parties.

8. General Terms and/or Conditions Safeguard

Should any of the provisions of these General Terms and/or Conditions be declared null and void or unenforceable, the remaining Conditions shall be maintained in the agreed terms. PALAFOX HOTELES undertakes to substitute the provision in question by a provision that most closely complies with the intent initially pursued by the parties.

No provision in this agreement shall in any way affect mandatory consumer-related regulations. if you are not a consumer, you expressly waive your right of abandonment.

9. www.palafoxhoteles.com and Acceptance of Rules of Use

User is aware of the fact that the use of these on-line Pre-Reservation and Reservation services presupposes full and unconditional acceptance of each and every one of the provisions of the Rules of Use of www.palafoxhoteles.com, in the version published by PALAFOX HOTELES at the moment user contracts the service. Such Rules of Use complete these General Terms and/or Conditions in all aspects that are not in opposition to them. Consequently, user must be aware of the importance of reading the Web Site's rules prior to accessing it and/or making use of the services.

10. Applicable Law and Competent Jurisdiction

These General Terms and/or Conditions 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 shall be subject by the jurisdiction that may be applicable.

11. PALAFOX HOTELES Corporate Names

Hoteles Reina Petronila, Palafox, Hiberus, Alfonso y Goya de Zaragoza

Compañía Inmobiliaria y de Inversiones S.A.

Edificio Capitán Portolés

Calle Antonio Val-Carreres, 1-3-5

50004 ZARAGOZA

Commercial register: Registro Mercantil Zaragoza, Hoja: 1775, Folio: 189, Tomo: 37 – Insc. 1ª.

Tax ID: A 50000918

Hotel Playa Victoria en Cádiz

HOTEL PLAYA VICTORIA, S. A.

Glorieta Ingeniero La Cierva, 4

11010 CADIZ

Commercial register: Registro Mercantil Cádiz, Hoja: 181, Folio: 29, Tomo: 88 – Insc. 1ª

Tax ID: A 11004017

12. Languages of Contracting in PALAFOX HOTELES

The TERMS or GENERAL CONDITIONS OF CONTRACTING of the services of PALAFOX's HOTELS on-line Reservation are expressed in the following languages: Spanish, English, French and German.

The contracting will fulfil in the web page www.palafoxhoteles.com in the languages Spanish or English.