

## LEGAL NOTICE AND WEBSITE TERMS AND CONDITIONS OF USE

### Legal Notice

By virtue of the provisions of Act 34/2002 on Information Society Services and Electronic Commerce (LSSICE, in Spanish), the following information is hereby provided:

**Website administrator:** Mario Viajes SLU

**Contact address:** Calle Montaña Clara, C.C. Edificio Laurisilva Local 6 I, 38679, Adeje, Tenerife

**Tel.:** 922 724 642

**Tax information:** B-76675081

**Registration details:** In possession of travel agency license number: I-AV0003355.2.

**Complaint forms:** Available at the company's address: office@marioviajes.com.

Website terms and conditions of use

### 1. Preliminary considerations

These legal terms and conditions govern the permitted legal use of the website with the URL <http://www.marioviajes.com>, the entity legally responsible for which is Mario Viajes SLU. These general terms and conditions govern the access and use that the owner of the website makes available to all internet users at no cost. Access to same implies full acceptance, without reservation. The contracting of bookings, services or promotions shall be governed, furthermore, by the special terms and conditions provided for in each case. By using said services, said terms and conditions shall be considered to be accepted.

### 2. Use of the Portal

The User agrees to use the Portal, the Services and Content in a diligent, proper and legitimate manner and, in particular, undertakes to refrain from: Deleting, eluding or manipulating the copyright and other identifying data of the rights of its holders incorporated into the Content, as well as technical protection devices, or any mechanisms of information that may contain the Content. Likewise, the User undertakes to diligently protect and keep secret the passwords provided by Mario Viajes and to assume the consequences or financial damages suffered due to the lack of due diligence in the safeguarding of same. It is prohibited for minors to access and use the portal without the express consent of their parents, Mario Viajes is not responsible for the veracity and accuracy of the data filled in by the USER and therefore cannot verify their age. Mario Viajes reminds users of legal age who are responsible for minors that it will

be their sole responsibility to decide which services and/or content are suitable for the minors age.

### **3. Intellectual and industrial property**

The text, images, logos, distinctive signs, sounds, animations, videos, source code and other content included on this website are the property of Mario Viajes, or same owns the right to reproduce same, and thereby, this information is protected by the applicable industrial and intellectual property laws.

Any transmission, distribution, reproduction or storage, total or partial, of the content stored on this website, is expressly prohibited unless prior express consent has been given by the holder. However, users may reproduce or store content from the website for their exclusive personal use; the reproduction of elements or content from this website for profit or commercial purposes is expressly and strictly prohibited.

### **4. Terms and conditions of access.**

Mario Viajes reserves the right to make, at any time and without prior notice, changes and carry out updates to the information contained on the Website, the configuration and presentation of same, the terms and conditions of access, contractual conditions, etc. Therefore, the USER must access updated versions of the page. The company in charge of the website does not guarantee uninterrupted or error-free access to the website or its content, or that the website will be updated, or free from viruses or any other element that may alter your computer system. Mario Viajes accepts no contractual or non-contractual liability for any person or company that uses the website and that suffered damages of any nature occurring as a result of computer viruses or computer elements of any kind.

The owner of the website shall not be held liable for any consequence, damage or loss arising from the unauthorised use of the information contained in same or those arising from the services and opinions given by third parties.

### **5. Liability for Links**

The company in charge of the website accepts no liability for services and/or information provided on other sites linked to this Website. Mario Viajes does not exercise any control or supervision when a link to these sites is included, in the belief that these sites abide by the applicable law. However, the use of Links to other sites in no way implies any responsibility or ownership of their content, without an understanding that there is some work involved in the supervision or approval of changes or the information therein. We advise visitors of those websites to act with prudence and to consult any legal terms and conditions that may be displayed on said websites.

Mario Viajes does not assume any liability for damages that may be related to the operation, availability and continuity of the linked sites.

## **6. Place of contract and Jurisdiction**

Venturis and the USER, expressly waiving their right to any other jurisdiction, submit to the Courts and Tribunals of the city of Santa Cruz de Tenerife (Capital) for any dispute that may result from the access, or use of this website, it being understood that this electronic contract has been entered into in the city of Santa Cruz de Tenerife (Spain).

## **7. Group Booking**

The customer may not book rooms for groups via the online booking systems established on Mario Viajes' website. Accordingly, it will be understood to be a booking made by a group when the same customer makes a booking for more than 5 rooms in the same hotel and for the same length of stay.

When a customer wishes to make a booking of more than 5 rooms, he/she must contact Mario Viajes by calling + 34 922 724 642, or by sending an email to [reservas@marioviajes.com](mailto:reservas@marioviajes.com); where they will be informed of the specific terms and conditions applicable to this type of booking.

## **Privacy Policy**

Pursuant to the provisions of Organic Law 15/1999, of 13 December, on Personal Data Protection and its implementing regulations, Mario Viajes SLU hereby informs you that the personal data provided by you via email, information or subscription forms, the customer service line or contracting processes will be incorporated into a file for its automated processing, with the aim of providing and offering our services. Fields marked with an asterisk (\*) are obligatory and the omission of same may lead to the inability to provide the required information. The data collected are stored pursuant to the confidentiality and security measures stipulated by law.

We also wish to inform you that you may access your rights to access, cancel, rectify or update your data through the following means:

- **In person at our offices**
- **E-mail:** [office@marioviajes.com](mailto:office@marioviajes.com)
- **Written communication to the person legally responsible for the file:** Calle Montaña Clara, Edificio Laurisilva Local 6 I, 38679, Adeje, Tenerife

In any of these situations, you must provide proof of your identity by means of a copy of your official identification document.

## **Cookies and IP storage**

We also inform the user that for reasons of security and prevention of electronic fraud, our website uses tools that store cookies and IP addresses, and may exercise the rights of the interested party through the aforementioned means and channels.

## **Calls to our customer service line**

Mario Viajes SLU. informs you that telephone calls made to our personalised customer service line (+34 922 099 174) will be recorded and incorporated into an automated file (for a fixed amount of time) so as to manage your hotel booking, send offers and promotions, as well as the administrative, accounting and fiscal management of customers.

## **Security policy**

The objective of Mario Viajes's Information Security Management System is to provide its services under high standards of security, which guarantee the confidentiality, availability and integrity of the data stored and processed in its information systems. In order to achieve this objective, our organisation is aware of the need to properly manage the security of the information that it handles, taking these three aspects as a reference: confidentiality, integrity and availability.

Therefore, Mario Viajes SLU has decided to install an Information Security Management System (ISMS) in line with UNE Standard ISO/IEC 27001:2007.

The specific objectives of the Information Security Management System Policy are:  
**Availability:** To ensure that the information contained in our information systems is always available to the staff who require it.

**Integrity:** To maintain the veracity, completeness and accuracy of the information relating to customers and bookings.

**Confidentiality:** To ensure that the information can only be accessed by those who are authorised to do so and that no information leaks or unauthorised access occur.

As additional specific and detailed objectives, that are closely related to the descriptive aspects of our organisation, our company proposes the achievement of the following detailed objectives with the installation of the ISMS:

- To provide our hotel booking services, guaranteeing the appropriate level of confidentiality as regards our customer's details
- To avoid undue access to customer details
- To guarantee the confidentiality of the bookings made by our customers

- To comply, within the framework of our activities, with the terms and security standards required under current legislation pertaining to Personal Data Protection.

Mario Viajes SLU., implements and maintains the policies and procedures for managing service providers. This procedure entails:

- The maintenance of an up-to-date list of providers.
- The maintenance of a written agreement, which includes confirmation that the service providers are responsible for the security of the data of cardholders - The implementation of a process to effectively perform due diligence before contracting a service provider.
- The monitoring and periodic control of the service providers' status of compliance with the standards.