



- **VALIDITY OF THE CONTRACT:**

Both parties agree that this contract will be valid from the moment the Manager receives the confirmation e-mail regarding the registration of the Sales Outlet on the Extranet. This e-mail communication will take place when the Portal has checked that the details of the Sales Outlet, provided by the Manager, are correct and truthful. In addition, the confirmation e-mail will contain a copy of this agreement, as well as the privacy policy and conditions for use of the Extranet.

In the event that the registration request is refused, under no circumstances that this agreement be regarded as perfected. In addition, the Sales Outlet will not be allowed to demand the payment of any kind of compensation as a result of this refusal.

- **EXTRANET ACCESS:**

Once the registration of the Sales Outlet has been confirmed, the Portal will send, via e-mail, a username and password to the Manager and each of the agents stated in the registration form. This password can be freely modified by its holders, under their responsibility, by sending an email to the following address:
web@springhoteles.com

From the moment of registration and receipt of the password, the Sales Outlet will be fully responsible for the use of the Extranet, of the reservations made with its agents' passwords and those modified by them, as well as any other kind of operation carried out from the Sales Outlet through this service, including therefore, any obligations which may emerge from these.

The expenses resulting from accessing the Extranet will be the responsibility of the Sales Outlet.

- **ACCESS PASSWORD CONFIDENTIALITY:**

Both parties agree to respect the absolute confidentiality of the passwords they will be assigned at each stage, in accordance with what is set out in this contract.

Your ID and password will be sent to you by email.

In the event that the Sales Outlet wishes to change or modify its password, it must do it via e-mail, sending their request to web@springhoteles.com.

- **EXEMPTION FROM THE INFORMATION SET OUT IN ARTICLES 27 AND 28 OF THE LSSI-CE**

In accordance with the legislation of articles 27.2.a) and 28.3.a) of Law 34/2002, of the 11th of July, regarding the information society and electronic commerce, both parties agree to exempt the Portal from the obligations specified in the aforementioned articles.



- **CONDITIONS FOR THE USE OF THE EXTRANET**

Use of the Extranet

The Sales Outlet agrees to make legitimate use of the Extranet and the services it provides, as established by this agreement, without affecting the rights and interests of other parties, or causing an incorrect use of the Extranet and/or the services it provides.

Users take responsibility for their use of the Extranet, and the Portal does not accept any responsibility regarding possible damage caused by interferences, interruptions, computer viruses, telephone damage and telephone disconnections outside its control, of delays or breakdowns in the electronic system caused by defects and overloads in data processing centres, telephone lines, Internet systems and/or other electrical systems; nor of any other incidence which may affect users' software and/or hardware.

In addition, the Portal will not take responsibility for the damage caused by third parties by means of unlawful interference which is beyond our control, nor will it be responsible for any damage caused by the use or incorrect use of the content of the Extranet, nor for the consequences of any errors, defects or omissions in the contents which it may have obtained from third parties, which in this case would be the chosen hotel.

Extranet contents and links

The Portal reserves the right to replace, modify, add or eliminate the information presented by the Extranet at any time, so the Sales Outlet agrees to regularly review it to ensure it keeps abreast of any changes.

The Portal does not assume any responsibility for the contents transmitted, offered and/or contained on any links found on the Extranet, as it is not obliged to exercise any prior control on whether the links it contains fulfil current legislation. Neither does it guarantee the absence of viruses or other elements which may alter users' computer systems, documents and files, nor does it assume responsibility for the damages caused to users for this reason.

The institutions which, following the Portal's authorisation, wish to establish a link with the Extranet, must guarantee to only provide access to the page, without reproducing its contents.



- **PRIVACY POLICY**

- **Use of personal data**

FILE INFORMATION.- In accordance with Law 15/1999, of the 13th of December, regarding Personal Data Protection, as well as in Law 34/2002, of the 11th of July, regarding information society services and electronic commerce, Managers are informed that any personal data compiled by the Extranet will be included in files under the responsibility of **Spring Hoteles**, which is made up of **Playa Negra S.A., Neptuno Turística S.A., Apartotel Nautilus S.A., Gran Hotel Arona S.A.**, for the management of the relationship with Extranet users, the management and processing of the reservations made on the Portal, the management of the company's financial, billing and accounting activities, as well as its quality control, and the complaints and suggestions it receives.

In addition, Managers are informed that the data will be used for the compiling of statistical reports and for the management of productivity incentives. Users can request that their data is not used in this way, by writing to the File Manager, at the address below.

SECURITY MEASURES.- The data will be archived and guarded by the File Manager, following the appropriate security measures.

- **USER RIGHTS**

Extranet users may exercise their access, rectification, cancellation and opposition rights, by writing to **Spring Hoteles**, Dpto. Comercial, Avda. A. Domínguez Alfonso, 8 - 38660 Playa de las Américas (Arona) S/C de Tenerife, Canary Islands.

- **THIRD PARTY DATA**

Generally, in the event that third party personal data is included in the database, users agree to obtain the permission of those affected, and to inform them regarding the terms set out in Art. 5 of Constitutional Law 15/1999, of the 13th of December, regarding personal data protection.

- **Regarding the data of future guests**

The Sales Outlet must be able to provide third party data. Only in the event that it has obtained their permission will it be able to include their personal data in the reservation process.

Any information regarding the data of future guests, which will allow the chosen hotel to provide them with better services, is optional, so that, therefore, its deposit implies, under the exclusive responsibility of the Sales Outlet, acceptance of the duty to inform then of the content of our Privacy Policy prior to facilitating the personal data.

- **Accuracy of the information**

The Manager of the Retail Agency confirms that the data provided is correct and truthful and agrees to inform the File Manager of any changes regarding this data. In order to guarantee the quality of the data, the Extranet will provide the Manager of the Retail Agency with a permanent personal data update section (Change Data section). The Sales Outlet will guarantee the accuracy of the data provided, and the Portal reserves the right to remove any user who provides false information,



without prejudice to other legal actions.

- **COMERCIAL CONDITIONS:**

- **Commissions**

From the date on which this contract is signed, the Portal guarantees the Sales Outlet a 10% commission (not including tax) calculated on the basis of the total amount of the offered on the same Portal, on the rates of the reservations confirmed and enjoyed by the customers processed by the Sales Outlet.

- **Payment of the Commissions**

The Extranet will offer the Sales Outlet the chance to make the payment for the net amount (Net Price = PVP - 10% commission), in order to be able to invoice the commission immediately.

HOTEL	COMPANY	CIF
Hotel Playa La Arena	Playa Negra S.A.	A- 38473724
Hotel Vulcano	Neptuno Turística S.A.	A- 38033502
Hotel Bitácora	Apartotel Nautilus S.A.	A- 38033494
Hotel Arona Gran	Gran Hotel Arona S.A.	A- 38501482
Hotel Costa Los Gigantes	Gran Hotel Santiago del Teide S.A.	A38645214

- **Cancellation policy:**

The Sales Outlet must cancel reservations before 11:00 AM the day before expected arrival, to avoid charging first-night expenses and their associated taxes.

No-Show expenses will be charged for the first night's stay, plus tax.

Check-in time for all reservations is 15:00. Check-out must be before 12:00. (Guests may delay check-out at each hotel's front desk, subject to room availability)

- **Sales Outlet obligations toward customers who wish to make a reservation:**

The Sales Outlet agrees to furnish customers with the following documents when they make a reservation:

- Voucher to be handed in at the hotel, along with the general and specific terms and conditions of the reservation.
- Document stating acceptance of the general conditions, to be signed by the customer. The Sales Outlet must save the original, in accordance with what is set out in the section above.
- Print-out of the hotel's promotional card on PDF format.



- **INDEPENDENCE.**

This Agreement does not entail any legal confusion between the undersigned parties, so each of them, as independent business enterprises, will assume the risks of their own business actions, assuming personal responsibility for their obligations toward third parties. The Sales Outlet is forbidden from acting in the name of or on behalf of the Portal, given the independence of the two parties, except in those aspects in which it is necessary for the Sales Outlet to obtain the written consent or mandate of the Portal.

The Sales Outlet is obligated to stay up to date with their administrative, fiscal, work-related, Social Security, risk prevention, confidentiality and personal data protections obligations for the duration of this contract.

The Sales Outlet will manage work processes, as well as being in charge of its employees' activities and of giving the necessary instructions to its staff.

Under no circumstance may the Sales Outlet expect the Portal to contribute to the expenses generated by the operation of its business, agreeing to carry out the activity at its own risk.

All legal expenses, sanctions and compensations resulting from the defence of the Portal in a claim, disciplinary proceedings or lawsuits for which the Sales Outlet is responsible, they will be met by the Sales Outlet.

- **RESPONSIBILITIES.**

Both parties personally assume any responsibility resulting from the obligations contracted by each of them with regard to third parties, without any possibility for confusion. Thus, both parties agree to reciprocally grant indemnity for any consequences which one could demand from the other for acts for which it is responsible.

The Sales Outlet states it fulfils all legal requisites for its operation, and it will therefore be exclusively its responsibility to ensure it is in possession of all necessary permits and authorisations for the duration of this contract. Any claim, disciplinary proceedings or sanctions imposed on the Portal resulting from the Sales Outlet's failure to fulfil the legal requirements for its operation, will be automatically passed on to the Sale Outlet.

- **PERSONAL DATA PROTECTION.**

Both parties agree to comply with the obligations set out by the LOPD, and, specifically, with the obligation to notify the personal data files of the Spanish Data Protection Agency of the source from which the data is obtained and other extremes as established in article 5 of the LOPD, to request permission for the use of the data for advertising purposes, to safeguard the rights of those affected, of maintaining complete confidentiality regarding personal data and to not share this data with third parties, even for their preservation, and, lastly, to comply with, and follow, the basic security measures, as set out in RD 994/1999.



- **DURATION AND RESOLUTION:**

This agreement will have an initial duration of ONE (1) YEAR from the date it is signed.

Duration

The contract will be valid from the date it is signed, and will remain so for ONE (1) YEAR since that date, although the Portal reserves the right to cancel it before its expiration, without any sort of compensation for the Sales Outlet, as long as it notifies the Sales Outlet of this decision at least TWO (2) MONTHS in advance.

Notwithstanding the above, both parties agree that, on the expiration date agreed in this contract, it will be tacitly renewed for the same amount of time, that is ONE (1) YEAR, as long as neither of them has stated, in writing, its opposition to this renewal, by sending a communiqué through a reliable medium at least TWO (2) MONTHS before its expiration date.

Resolution

In the event of the non-compliance of the obligations set out in this agreement, or of fraudulent activities on the part of the Sales Outlet, in particular with regards to productivity incentives, the Portal, in addition to the resolution of this contract, reserves the right to ascertain legal liability.

- **ASSIGNMENT:**

Neither party may transfer this contract to third parties without the prior written consent of the other party. Any transfer carried out without complying with this clause will be considered invalid, with both parties remaining the holders of the responsibilities assumed under this contract.

- **MISCELLANEOUS:**

This agreement will replace, as of the date it is signed, any prior agreements between the parties with the same object as this, rendering these contracts void of any legal value from this date.

If any stipulation of this agreement were illegal or inapplicable, the rest of the contract will remain valid in all its possible extension, without altering its meaning.

- **APPLICABLE LEGISLATION AND JURISDICTION:**

This contract is mercantile in nature, and will be ruled by Spanish law. For any disagreement that may arise between the parties with regards to its validity, execution, compliance or resolution, either total or partial, both parties expressly renounce any privileges they may have, and expressly agree to submit to the jurisdiction and competence of the courts of Tribunales de Santa Cruz de Tenerife.