

Legal Notice

I. LSSI INFORMATION

The website <http://www.iberostarAgents.com> (the "Website") is operated by VISIT US, Inc., 9250 NW 36th ST. Doral, FL 33178, Miami, USA (hereinafter "VISIT US").

The reservation and enjoyment of stays in Iberostar hotels through the Website will be contracted with the entity identified during the reservation process (hereinafter "Iberostar"), which may vary depending on the selected establishment and payment method.

In addition to the address indicated above, users have access to the following e-mail address, where they can direct their doubts, queries and complaints in relation to the Website: info.marketing@iberostar.com.

II. PRIVACY

There are functionalities of the website and this APP that may involve the processing of personal data. In particular, the Chat functionality -whose purpose is the attention of your queries and requests- and Claims and Complaints -whose purpose is to address any incidents or complaints you may have during your stay-, may involve the processing of personal data you provide us; in case you attach a document or image the APP will request permission for access to the Gallery and / or Photo Camera of your device. Your data will be treated in accordance with the provisions of current legislation and as indicated in the Privacy Policy that you can consult here (Insert link).

III. TERMS AND CONDITIONS OF USE

The present general conditions of use regulate the access to the website and the use of the different contents and services included or accessible through the website <http://www.iberostarAgents.com>.

The Terms of Use together with the Legal Notice, Privacy Policy and Cookie Policy together constitute the terms and conditions governing access to and use of the public portion of the Web Site (the "Web Site Terms and Conditions").

The Website Terms and Conditions are without prejudice to any other particular terms and conditions that may apply.

By accessing and using the Website, you become a user of the Website and, accordingly, you accept in full and agree to be bound by the Website Terms and Conditions in their entirety. The use of the Website and any of its services implies the acceptance by the user of each and every one of the general conditions and, if applicable, of the particular conditions that regulate the use of the Website and its related services, without exceptions of any kind.

Through the Website, the user is offered detailed information, including images and textual documentation on the hotels belonging to the Iberostar Group, as well as commercial offers aimed exclusively at travel agents. This includes the names, brands, slogans and logos of these hotels and general information about the Iberostar Group, such as descriptions and photographs of all the hotels operating under the Iberostar brand.

The owner of the Website may, at any time and without prior notice, modify the presentation and configuration of the Website and the Terms and Conditions of the Website, and introduce new conditions of use. Such changes will be published on the Website so that the user can be informed before using it. The use of the Website after the Terms and Conditions have been modified means that the User accepts the modified Terms and Conditions.

Obligations of the User

The use of the Website implies the declaration of being over eighteen years of age and having the status of travel agent. In order to use the Website, minors must obtain prior permission from their parents, guardians or legal representatives, who will be held responsible for all acts performed by minors in their care.

In general, the user agrees to use the Website and the services related to it diligently, in accordance with the law, morality, public order and the provisions of these general conditions, as well as other applicable terms and conditions. The user must refrain from using the Website in any way that impedes the normal operation of the Website and the services related to it. The user shall also refrain from preventing other users from enjoying the Website and the services related thereto, and shall not damage or cause damage to the property and rights of the owner of the Website, its suppliers, users or any other third party.

Specifically, but without implying any limitation to the content of the preceding paragraphs, the user agrees to the following with respect to the use of the Website and the services related thereto:

User shall not enter, store or transfer any software, data, viruses or code through the Website or through any of the services related thereto. This includes any other electronic instrument or device that is capable of causing damage to the Website, any of the services linked to the Website or any equipment, system or network owned by the Website, any of its users, suppliers or any third party generally. The user agrees not to cause any type of alteration or otherwise impede the normal operation of the Website or any of its services.

The user agrees not to use a false identity or impersonate others in the use of the Website or any of the services related to it, including the use of passwords or access codes of third parties or in any other way.

You agree not to conceal or misrepresent the origin of e-mails in any way, and you agree not to intercept, delete or modify the e-mails of other users, or send spam.

The user undertakes not to destroy, alter, disable or damage the data, information, programs or electronic documents of the owner of the website, its suppliers or third parties.

The user undertakes not to use the contents and, in particular, the data obtained through the website for advertising, resale messages or other commercial purposes, and undertakes not to collect or store personal data belonging to third parties.

The user undertakes not to enter or disseminate any information that is defamatory, libelous, obscene, threatening, xenophobic or incites violence, or incites discrimination based on sex, race, ideology or religion or that in any way goes against morality, public order, fundamental rights, public freedoms, honor, privacy or the image of third parties and, in general, the law.

In the event that any user becomes aware of facts or circumstances revealing the illegal use of any content of the Website and/or any illegal activity on or accessible through the Website, the owner of the Website should be contacted by sending an email to info.marketing@iberostar.com.

Intellectual and Industrial Property

The user acknowledges that all elements of the Website and the services provided through the Website, including the information and materials contained therein, the structure, selection, arrangement and presentation of the contents and the computer programs used in connection therewith are protected by intellectual and industrial property rights, proprietary rights of the Website owner or third parties, as applicable.

Unless authorized by the owner of the Website, the user may not reproduce, alter, modify, disassemble, reverse engineer, distribute, rent, lend or make available any of the elements mentioned in the preceding paragraph, or allow public access to them through any means of communication. Under no circumstances may users be granted a license for the waiver, transmission or total or partial transfer of such rights. No rights are recognized, in particular, of alteration, exploitation, reproduction, distribution or public communication of the contents of the Website without the express authorization of the owner or owners concerned.

The user shall not remove any of the signs identifying the intellectual and industrial property rights, or any other signs of the owner of the Website or third parties that appear on the Website and in the services offered therein. The user shall not circumvent or manipulate any of the technical devices established by the owner of the Website or by third parties for the protection of their rights, whether on the Website, in any of the services or in any of the materials, elements or information obtained through the use of the same.

Policy and Guidelines for the Use of the Iberostar Brand in Advertising, Promotion and Marketing

IBEROSTAR and its subsidiaries have the exclusive right to use the IBEROSTAR name and brand and other trademarks of the Iberostar Group, including the Iberostar starfish design. Under intellectual property regulations, Iberostar prohibits and will use all necessary means to prevent the use of its names, trademarks, slogans and logos in a manner that may give customers and/or potential customers the false impression that the Iberostar group is owned by or associated with a tour operator or travel agency using such trademarks, slogans, logos or insignia. Intellectual property regulations allow the legitimate use of Iberostar's names and trademarks by the user, in a truthful and informative manner, in accordance with the rules set forth herein.

By accepting this document or any related document, tour operators, agencies, marketers and any natural or legal person who has access to this Website (hereinafter, the "User") expressly accepts the policy and guidelines detailed below in order to regulate the use of Iberostar's names and trademarks in promotions on the Website and/or in any type of propaganda or advertising.

General Rules

Any use of Iberostar's names, trademarks, slogans and logos must refer only to Iberostar's accommodation establishments and not to the tour operators, travel agencies or marketers that sell or offer accommodation in these establishments. Any User selling Iberostar accommodation services may not use its own name as part of or in connection with any trademark, name, slogan or logo associated with Iberostar. The User may not refer to itself or its business in any context as "Iberostar travel agents" or "official" Iberostar travel agents or tour operators. The User may not display Iberostar's insignia or its designs, such as the Iberostar starfish, as part of or in association with its own name.

The User may only use Iberostar's trademarks, slogans, logos or distinctive signs on its Website (or as another means of advertising or publicity) (a) in the form and manner prescribed herein, or (b) with the express authorization of Iberostar.

Copying any photographs, images, text or other content of Iberostar for use in any website, brochure or advertisement is prohibited without the express written permission of Iberostar.

Any User accessing Iberostar's image and content bank (data describing and identifying the accommodation establishments), with the prior express authorization of Iberostar, may make use of the texts, photographs, maps, graphics, logos, trademarks and content available only for commercial purposes of accommodation and other services in Iberostar hotels and only in the manner described in these terms and conditions. Iberostar may revoke such consent at any time and request the termination of the use of the texts, photographs, maps, graphics, logos, trademarks and contents with immediate effect, without the user being entitled to any payment, indemnification or compensation whatsoever.

Except for the due adaptation to the size that the User needs in its Iberostar accommodation marketing supports, the User agrees not to alter, modify or change the colors, shapes, textures, text and proportions of the logos, trademarks, photographs and other elements of the bank of images and contents of Iberostar.

The use of any of Iberostar's trademarks must always be accompanied by the ® symbol. A reference should be included at the bottom of the page where such use is made, for example, "IBEROSTAR® is a registered trademark".

Websites

It is strictly forbidden to use the Iberostar trademark, any other Iberostar trademark, or any similar expression that may be misleading or confusing, as part of an Internet domain. No User may display the IBEROSTAR brand or any other Iberostar brand, slogan or logo alone on a website without prior written permission or a signed contract from Iberostar authorizing such use.

Iberostar trademarks must not be referenced, in whole or in part, to obtain positions or rankings in Internet search engines.

The user shall refrain from acquiring additional keywords in a search engine that contains, totally or partially, a name, brand or slogan of Iberostar.

Iberostar's names and trademarks may not be used in unsolicited or consented commercial e-mails.

Any User offering and selling vacation packages that include products or services provided by Iberostar may use the Iberostar brand on its own website under the following conditions:

- a. An Iberostar trademark may be used as part of a representation statement, such as "the travel package includes stay at the IBEROSTAR PLAYA MITA®", provided that all words in the sentence are of similar size.
- b. The Iberostar mark may be used in listings, schedules, product descriptions and reservation forms, if they expressly relate and refer to the sale of Iberostar hotel services in an informative manner.
- c. If the Iberostar brand or name is used on a web page, the name of the user (Tour Operator, Travel Agency or marketer) must appear on the same screen, above the Iberostar name, and must be at least 125% larger than the size of the Iberostar name or brand used.

d. An Iberostar brand may be used in "meta-tags" or other "hidden text" only to refer strictly to website content directly related to the sale of hotel services offered by Iberostar.

Print advertising

It is prohibited to publish Iberostar's brand name, slogans, logos and insignia in the Yellow Pages.

Truthful and informative statements are permitted in promotional materials and advertisements, for example, "each travel package includes stays at the IBEROSTAR PLAYA MITA® luxury hotel". In any case, when an Iberostar trademark or name is used, the name of the tour operator, travel agency or marketer must appear above the Iberostar name or name, and must be at least 125% larger than the size of the Iberostar name or name. trademark used.

Iberostar trademarks must not be used as an identifier of the tour operator, travel agency or marketer, for example, an Iberostar trademark may not appear alone or at the top of an advertisement.

The user undertakes to apply the above guidelines to all suppliers who use, directly or indirectly, the Iberostar product, undertaking to obtain a written commitment from the other parties, and extending the obligation to all parties distributing said product.

Any unauthorized use or breach of these policies will result in the termination of any authorization granted by Iberostar for the use of Iberostar trademarks or any slogan, logo, insignia or design associated with Iberostar, without prejudice to any other consequences that may be prescribed by contract in the document to which these guidelines will be annexed.

Disclaimer of Warranty

The Website owner undertakes to make every effort to ensure the availability and continuity of the Website and related services. However, the Website owner cannot guarantee that the Website and related services will function properly at all times, nor that the User will have uninterrupted and error-free access. Also, the owner of the Website does not guarantee the suitability and content of the Website or any of the services linked to it to meet the specific needs of the user.

The owner of the Web Site must act with diligence, in accordance with the generally accepted uses in the sector, to avoid in the Web Site or in any of the services linked to it: virus or other harmful elements that can produce alterations in the user's computer, electronic documents or files. However, the owner of the Web Site can not guarantee the absence of such elements, nor is responsible for any damages that may result from them.

The owner of the Website does not control, approve or guarantee the accuracy, quality, truthfulness, reliability or suitability of the information and services offered or provided by third parties through the website. Also, the owner of the Website does not control or guarantee the absence of viruses or other harmful elements in the content or services offered or provided by third parties through the Website.

The owner of the Website does not guarantee the availability, quality, reliability, accuracy or veracity of the contents and services available on sites owned or operated by third parties to which the user can access through links from the Website.

The owner of the Web Site does not control the content of linked sites, nor does it offer or sell the products and services available on the linked sites, nor does it assume any responsibility for them.

Use of the Website is at the user's own risk. The owner of the Website is not responsible for any damage caused by interference, interruptions, computer viruses, connection failures or disconnections for reasons beyond its control, including delays in the use of the system caused by deficiencies or excessive traffic overloading the central data processor, telephone lines, Internet or other electrical systems, or any other alteration that occurs in the software or hardware of the User.

Also, the owner of the Website is not responsible for damages caused by third parties through unlawful interference beyond its control. The owner of the Website is not responsible for damages caused by the use or misuse of the contents of the Web Site or the consequences arising from errors, defects or omissions in the content provided by third parties, these being considered as selected hotel for these purposes.

Termination

Without prejudice to any liability for damages that may arise, the owner of the Website may, immediately and without notice, terminate and terminate its relationship with the user, preventing access to the Website and related services, if it detects an illegal use. In relation to the general or particular conditions applicable to the website and related services.

The user will be liable for any damages that the owner of the Website or any of its subsidiaries may suffer directly or indirectly as a result of the breach of any of the obligations arising from the general or particular conditions relating to the use of the Website or any of the related services. If the user violates the rights of third parties through the use of the website or its related services in a manner contrary to the applicable general or particular conditions, then neither the owner of the website nor any employee or marketer shall be liable for penalties, claims or lawsuits brought by a third party, including public authorities, arising as a consequence of the user's action.

Applicable law and jurisdiction

These general conditions are governed by Spanish law. The owner of the Website and the user submit to the courts and tribunals of Palma de Mallorca, expressly waiving any other jurisdiction, for any dispute that may arise from the use of the website or related services.