

# LEGAL INFORMATION

This website is owned by:

SELENTA BENALMÁDENA, S.L.U.  
Dirección Calle Serrano, 41 (4ª planta) 28001 Madrid (España)  
NIF B-87872487

The purpose of this document is to establish and regulate the terms of use for the digital services (websites, e-commerce, mobile applications and others) on this website.

These digital services are used to offer information to clients and potential clients, manage the room booking system for each hotel and service, and provide any other services considered necessary at any time for the effective pursuit of the corporate purpose.

Access to these digital services implies knowledge and agreement with the following General Terms and Conditions and users are therefore advised to print out or download this information and read it carefully each time they log on to this website.

The information that appears in this Legal Notice is valid from the date of its latest update.

We reserve the right to update, amend or remove information from this website and may limit or restrict access to the same.

We reserve the right to make any changes and amendments we deem necessary, and we may do so at any time and without prior notice.

## **CONTENT**

We make every effort to avoid any errors in the content that may appear in our digital services.

We shall not be held liable in any way for the content, commercial activities, products or included services that may be viewed through the electronic links of third parties, whether directly or indirectly, via these services.

We shall not be held liable in any way for the content of other websites which we do not own, and which may be accessed through a link, as we are unable to supervise the legality and content thereof.

We reserve the right to prevent or prohibit access to our digital services to any users who insert content that violates the law or that can be regarded as immoral, and we also reserve the right to exercise any legal measures we deem appropriate to prevent this type of behaviour.

We offer a variety of services through our digital services, mostly relating to the booking and managing of accommodation reservations.

In the areas in which these digital services are shown, the characteristics and details that comprise them are described and their applicable terms and conditions of service [Anexo](#). In the areas in which these digital services are shown, the characteristics and details that comprise them are described and their applicable terms and conditions of service.

By accessing and using any of these digital services, users agree to the present terms and conditions.

### **TERMS OF USE**

Users undertake to use the resources, contents and digital services at their disposal and agree to refrain from using them for illegal, unauthorised or fraudulent purposes and/or for purposes contrary to those described in this Legal Notice, which could harm the rights and/or interests of SELENTA BENALMÁDENA, S.L.U. and the SELENTA GROUP, the group to which it pertains, or of any third parties, or which may in any way damage or hinder their correct operation or the services offered therein, either now or in the future.

In the event users wish to include comments or opinions on these digital service, they should note that:

- Users are wholly responsible for the content and opinions expressed; the hotel and the companies in the SELENTA GROUP shall be held harmless and do not necessarily share their opinions.
- It is strictly prohibited to post any contents containing insults or objectionable language, including racist, discriminatory or degrading content which may in any way offend third parties.
- Comments not related to the specific purpose of these pages are not allowed.
- It is strictly prohibited to advertise other websites or third-party services, including links to other pages or references to third parties, without express authorisation from SELENTA BENALMÁDENA, S.L.U.

### **USER RESPONSIBILITY**

Access to these digital services provided by the hotel is the exclusive responsibility of users. Any risks arising from their use by users shall be their sole and exclusive liability.

We shall not be held liable for any possible damages arising due to omissions, interruptions, computer viruses, telephone malfunctions or disconnections in the operational functioning of this electronic system and resulting from causes beyond our control; delays or blockages in the use of this electronic system caused by deficiencies or overloads in its Data Processing Centre, telephone lines, the Internet system or other electronic systems; or for any damages that may be caused by third parties through illegal interference beyond

the control of SELENTA BENALMÁDENA, S.L.U. or the SELENTA GROUP.

Furthermore, SELENTA BENALMÁDENA, S.L.U. and the SELENTA GROUP are to be held harmless from any damages or harm that may be suffered by users as a result of errors, deficiencies, omissions or information from external sources or provided by users themselves.

### **BROWSING, ACCESS AND SECURITY**

We make every effort to ensure that browsing takes place in the best conditions and to avoid any type of damage that might arise during the process.

We shall not be held liable for damage of any description that may occur to users as a result of the use of other browsers or different versions of the browsers and systems for which our digital services were designed.

We do not accept responsibility for ensuring, nor do we guarantee, access to these digital services without any interruptions or errors. Neither do we accept responsibility for ensuring, nor do we guarantee, that any content or software accessed through our e-commerce services is free from errors or does not cause damage.

### **DATA PROTECTION**

SELENTA BENALMÁDENA, S.L.U. strictly complies with current legislation in matters of data protection by refraining from using your personal data for a purpose different to the purpose authorised and necessary to provide the services required. It therefore takes all the technical and organisational measures required to avoid the loss, misuse, alteration, unauthorised access and theft of the personal data provided, where applicable, through these digital services, given the state of the technology, the nature of the data and the risks to which such data are exposed.

Users can see details of the privacy policy governing these digital services and our data protection policy in the section entitled "Privacy and Cookies Policy".

User can see details of their online booking by logging on with their profile or by using their booking references in all the digital services for which this is possible.

### **ABOUT THE USE OF COOKIES**

In compliance with Article 22 of the Law on Information Society Services and Electronic Commerce (LSSICE), we hereby inform you that these digital services use cookies for the purpose of improving the browsing experience for these digital services and to offer a better service to users.

The privacy and cookies policy describes the type of cookies and their use.

## **INTELLECTUAL PROPERTY AND COPYRIGHT**

Unless specified otherwise in each case, any texts, images, illustrations, designs, icons, photographs, video clips, sound clips and any other materials contained in these digital services and any other intellectual creations and/or inventions or scientific or technical discoveries, whatever their business or industrial application (hereinafter, collectively described as the "Content") have been created or invented by SELENTA BENALMÁDENA, S.L.U. and the SELENTA GROUP, or assigned, licenced, transferred or authorised to them by their owners and/or assignees.

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## **APPLICABLE LEGISLATION AND JURISDICTION**

The Rights of Use contained in this Legal Notice are governed by Spanish legislation. Both the hotel and users agree, in the event of any discrepancy that may arise as to the interpretation of, compliance with and/or implementation of the services rendered by the hotel, to expressly submit to the jurisdiction of the Courts of Barcelona, explicitly waiving any other jurisdiction to which they may be entitled.