

LEGAL ADVICE AND PRIVACY POLICY

According to article 10 of Law 34/2002, July 11th, about Information Society Services and Electronic Commerce we inform you about the following:

COMPANY DATA

- Identity: El Embarcadero de Getxo, SL
- Address: Alameda San Mamés, 43 bis, primera planta; 48010 - Bilbao
- Tax ID: B95257200
- Public Register: registered in the Commercial Register of Bilbao, Volume 4287, Page 63 Sheet BI-36559
- Phone: +34 944 80 31 00

Access to this Website implies the explicit acceptance to these General Conditions of Use by the user, which may be modified or replaced by its owner at any time and without prior notice.

PURPOSE AND SCOPE OF THIS PRIVACY POLICY.

These Conditions of Use regulate the access, navigation and use of the Website, notwithstanding that El Embarcadero de Getxo, SL reserves the right to modify the presentation, configuration and contents of the Website, as well as the conditions required for accessing and / or utilization.

By accessing and using the contents of the Website after its modifications or changes implies the acceptance of these one.

However, accessing to certain contents and the use of certain services may be subject to certain specific conditions, which will be, in any case, clearly shown and must be explicitly accepted by users.

These particular conditions may replace, complete or, where appropriate, modify, these particular conditions of use

El Embarcadero de Getxo, SL reserves the right to fully or partially modify the terms and conditions stipulated herein, publishing any change thereto in the same way as these Conditions of Use appear or through any type of communication addressed to users.

ACCESS AND REGISTRATION.

Registration is not required to access and browse this Website. However, in order to purchase certain services, to book services or to benefit from certain programmes, among others, it will be necessary to complete the web forms set up for this purpose.

Registration on the Website is free of charge, unless expressly indicated otherwise. In case you do not have an username and password to access our private platforms, hosted on the Website, you must register from the links and / or forms provided for that purpose. You must enter all your real and true data, given that it will be the only way we will be able to process possible future orders, as well as to manage properly our business relationship.

Accessing the Website for those under eighteen (18) years old is banned.

Under no circumstances El Embarcadero de Getxo, SL will be responsible for the accuracy of the registration of data provided by the users, so they are responsible for the possible

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consequences, errors and failures that may subsequently arise from the lack of veracity of the data.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

El Embarcadero de Getxo, SL is the owner or, where appropriate, has the corresponding licenses on the exploitation of rights for intellectual and industrial property of the Website, as well as the intellectual and industrial property rights over the information, materials and contents of the web.

In no case it will be understood that the access, navigation and use of the Website by the user implies a waiver, transfer, license or total or partial assignment of such rights by El Embarcadero de Getxo, SL. The user has a right to use the contents and / or services of the Website within a strictly domestic context.

References to trademarks or registered trade names, or other distinctive signs, whether owned by El Embarcadero de Getxo, SL or by third parties, imply the prohibition on using it without the consent of El Embarcadero de Getxo, SL or its legitimate owners. At no time, unless expressly stated otherwise, the access, navigation or use of the Website and / or its contents, gives the user any right to distinctive signs included in it.

All industrial and intellectual property rights about Website's contents and/or services are reserved. Particularly, if the user does not have the previous, explicit and written authorization of El Embarcadero de Getxo, SL or the owner of these rights, it is banned to modify, copy, reproduce, communicate, transform or distribute, by any way or form, total or partially, of the contents included within the Web in order to public or business purposes.

LINKS TO OTHER WEBSITES.

In case the Website shows links to other websites through any buttons, weblinks, banners or included contents, El Embarcadero de Getxo, SL informs that these links are directly managed by third parties. El Embarcadero de Getxo, SL has not human or technical resources to previously know and/or control and/or approve information, contents, products or services provided by these other websites which could have access through this Website.

Consequently, El Embarcadero de Getxo, SL may not assume any type of liability for any aspect regarding the web page to which a link could be established from this Website, specifically, including without limitation, regarding its functioning, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its content, in general.

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CONDITIONS FOR USING THE WEBSITE.

It is not permitted accessing to the Website in order to perform any illegal or not authorized purposes. Any responsibility for an unauthorized use of this Website will be exclusively assigned to the user. Next behaviours are banned:

1. Using the Website in any way that may cause damage, interruptions, inefficiencies or defects on third party's functionalities or computers.
2. Using the Website to send, install or post any virus, malware or any other harmful program or file.
3. Using the Website to collect personal data from other users.
4. Registering through the Website with a false identity, supplanting third parties or using a profile or performing any other action that may confuse other users about the identity of the origin of a message.
5. Accessing without authorization to any section of the Website, to other systems or networks connected to the Platform, to any El Embarcadero de Getxo's server or to the offered services through the Website, by means of hacking or falsification, extraction of passwords or any other illegitimate mean.
6. Breaching, or attempting to breach, the security measures or authentication of the Website or any network connected to it, or the security measures or protection inherent in the contents offered on the Website.
7. Carrying out any action that causes a disproportionate or unnecessary saturation in the infrastructure of the Website or in the systems or networks of El Embarcadero de Getxo, SL, as well as in the systems or networks connected to the Website.
8. Preventing the normal development of an event, contest, promotion or any other activity available through the Website or any of its functionalities, either by altering or trying to alter, illegally or in any other way, the access, participation or operation of those, or falsifying the result thereof and / or using fraudulent participation methods, through any procedure, and / or through any practice that violates these Terms of Use.

Non complying with any of the foregoing obligations by the user may entail the adoption, by El Embarcadero de Getxo, SL, of the appropriate measures protected by Law and in the exercise of their rights or obligations, which may lead to the elimination or blocking the account of the offending user, without any possibility of compensation for the potential damages caused.

GUARANTEES AND LIABILITIES.

El Embarcadero de Getxo, SL can not guarantee neither the reliability, usefulness or veracity of absolutely all the information and/or services of the Website, nor the usefulness or veracity of any documentations provided though the Website.

Consequently, El Embarcadero de Getxo, SL does not guarantee or assume any liability related to: (i) continuity of the Website's content , (ii) the absence of errors in this content, (iii) the absence of virus and/or any other harmful components on the Website or in the server that provides it, (iv) the invulnerability of the Website and/or the impossibility of breaching the security measures adopted on the same, (v) the lack of usefulness or performance of the Website's content and (vi) the damages or harm caused by anyone who infringes the conditions, to themselves or a third party, rules and instructions that El Embarcadero de

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Getxo, SL establishes on the Website or through the breaching of the Website's security systems.

However, El Embarcadero de Getxo, SL declares that it has adopted all necessary and available measures, in order to guarantee the functioning of the Website and to minimize system errors from a technical point of view and so the contents posted at the Website.

In anycase, El Embarcadero de Getxo, SL reserves the right to suspend, modify, restrict or interrupt, temporarily or permanently, the access to, navigation, usefulness, host and / or downloading of content and/or Website's services, with or without prior notification, for any users who breach any of the provisions set out in these Conditions of Use, without the user having any possibility of demanding compensation for this reason.

PRIVACY POLICY AND COOKIES.

In accordance with the current framework and applicable laws on personal data protection, all personal data provided during the use of the Website will be processed in accordance with the Privacy Policy, that every user should expressly accept to be able to use and register on the Website.

Any user that accepts these terms of use accepts in an informed, explicit and unequivocal way the Privacy Policy, being able to exercise the rights that in this matter correspond to him/her, as it is informed in the aforementioned Privacy Policy.

APPLICABLE LAW AND COMPETENT JURISDICTION.

These Conditions of Use are governed by the Spanish Law. As regards dispute resolution, the parties expressly submit to the courts of Bilbao, waiving any other jurisdiction.

Last update: June, 2019.

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1. IDENTIFICATION OF THE CONTROLLER.

- Identity: El Embarcadero de Getxo, SL
- Address: Alameda San Mamés, 43 bis, primera planta; 48010 - Bilbao
- Tax ID: B95257200
- Data Protection Officer (DPO): you may contact with our DPO by the following email address: dpd@ercillahoteles.com

2. INFORMATION AND CONSENT.

By accepting this Privacy Policy users are informed and they facilitate their free, informed, specific and unambiguous consent for the personal data they provide on the website www.hotelembarcadero.com (hereinafter the Website) to be processed by El Embarcadero de Getxo, SL, with their browsing data and any other data they provide to El Embarcadero de Getxo, SL in the future.

3. REQUIREMENT TO PROVIDE DATA.

Requested data in the forms of the Website are generally mandatory in order to comply with the established purposes (unless the opposite is specified in the required field).

Therefore, if these data are not provided, or are provided in an incorrect manner, the established purposes can not be served, without prejudice to the fact that the users can freely view the content of the Website.

4. PURPOSES FOR THE PROCESSING OF SUBJECTS' DATA.

Personal data provided by data subjects through the Website will be processed according to the following purposes:

- Data provided for **making reservations, through the Website and the contact center for individual, groups and room bookings:**
 - ✓ Managing booking requests made by users.
 - ✓ Sending confirmation or documentation for booking arranged.
 - ✓ If consent has been facilitated, sending commercial communications on behalf of El Embarcadero de Getxo, SL.
 - ✓ Analyzing the use of the Website and checking users preferences and behavior.
- Data provided for **changing or cancelling reservations:**
 - ✓ Managing the requests to change or cancel your the made to El Embarcadero de Getxo, SL by the user.
 - ✓ Responding to requests made to El Embarcadero de Getxo, SL.
 - ✓ Analyzing the use of the Website and checking user preferences and behavior.
- For **complying legal, accounting, finance and/or tax requirements.**

The Controller does not market, sale or perform any similar activity, only process personal data for the purposes previously indicated and for the use of El Embarcadero de Getxo, SL.

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5. WHAT SUBJECT'S DATA WILL EL EMBARCADERO DE GETXO, SL PROCESS?

Gran Hotel Ercilla will process the following categories of personal data:

- ✓ ID data: name, surname, nationality, ID card number.
- ✓ Contact data: email address, telephone number.
- ✓ Transaction data: acquired or interested products and services.
- ✓ Lodging preferences.
- ✓ Financial, economic and/or insurance data.
- ✓ Other data: any other data provided in the form or call, by the data subject.
- ✓ Browsing data.

If the user provides the hotel with any information or data about other people, he/she claims to have the consent and agrees to transfer the information contained in the Privacy Policy, exempting the hotel from any responsibility in this regard. However, the hotel may perform periodic checks about this issue, adopting due diligence measures in accordance with the current framework of data protection laws/regulation.

6. LAWFULNESS OF PROCESSING PERSONAL DATA:

Lawfulness for processing personal data is based on:

- Data provided for **making reservations, through website and the contact center for individual, group and room bookings**, performance of the contract between the parties.
- For analyzing the use of the Website, the legitimate interest of El Embarcadero de Getxo, SL.
- For **changes and/or cancellation of your reservation**: the performance of the contract between the parties.
- For **complying legal, accounting, finance and/or tax requirements**, the performance of the contract between the parties and laws and regulations currently approved.

Consents obtained for previously mentioned purposes are independent, so the user may revoke only one of them, not affecting other provided consents.

7. SHARE OF DATA WITH OTHER PARTIES.

Subjects' data may be communicated to:

- Third parties to which El Embarcadero de Getxo, SL is obliged to transfer information, such as public authorities, in order to comply with legal or regulatory requirements.
- Companies integrated or adhered to the hotel, all of them dedicated to the hotel sector and similar activities, which will need to get access to those data for the correct provision of the selected services.

Additionally, data may be accessible for hotel providers. This access is necessary for the adequate compliance with legal obligations and/or the purposes previously indicated. The providers will not process these data for own purposes.

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8. DATA STORAGE.

Data will be stored for the period of contract relationship (booking and billing management processes) and during limitation period of time for legal actions that may arise from it.

9. USERS LIABILITY.

The user:

- Guarantees he/she is over eighteen (18) years old and the information he/she provided is true, accurate, complete and up-to-date. For these purposes, the user is responsible for the accuracy of all data communicated and he/she will keep the information provided in a timely manner, in order to demonstrate his/her current situation.
- Guarantees that he/she has informed third parties of those who provide the data, if any, of the aspects contained in this Policy. He/she also guarantees that he/she has obtained the authorization to provide the data for the purposes previously indicated.
- Will be responsible for fake or inaccurate informations provided through this Website and for the potential damages and prejudices, direct or indirect, to the hotel or third parties.

10. RIGHTS OF THE DATA SUBJECT.

In order to exercise the following rights, data subject may send a letter to the El Embarcadero de Getxo, SL, through the address referred at the point 1 of this Policy, or through the email address: dpd@ercillahoteles.com. You have to send a copy of the ID card with the communication.

- Right to access to the processed data by the hotel.
- Right to rectification any mistake or error in the processed data.
- Right to erasure (“right to be forgotten”).
- Right to restriction of processing.
- Right to data portability.
- Right to object.
- Right to be in contact with the hotel’s Data Protection Officer by the following email address: dpd@ercillahoteles.com

If you consider El Embarcadero de Getxo, SL has not respected the rights you have recognized by the law in regard with your personal data, we inform you that you have the right to lodge complaint directly to the Spanish Supervisory Authority (Agencia Española de Protección de Datos- AEPD): c/Jorge Juan, nº6; 28001 – Madrid.

11. SECURITY MEASURES.

El Embarcadero de Getxo, SL process user’s data in an absolutely confidential manner and keeps the mandatory duty of secrecy regarding them, in accordance with the provisions of the applicable regulations. The hotel has adopted organizational and technical measures in order to guarantee the security of the data and to avoid its alteration, loss or unauthorized processing / access, taking into account the state of the technology, the nature of the data stored and the risks to which they are exposed.

Last update: June 2019