

## GENERAL CONTRACT CONDITIONS.

The purpose of these General Terms and Conditions is to regulate the contractual relationship between CUEVAS DEL DRACH, S.A. (hereinafter "the company/entity") and you (hereinafter "the customer/user"), relating to the acquisition of services through the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) (hereinafter "the website"), a domain owned by CUEVAS DEL DRACH, S.A., a legally incorporated company, with registered office at TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES, with Tax Identification Number A07055478 registered in the Companies Register of ILLES BALEARS in Volume 2734, Folio 93, Sheet 13959, Book , Section 8.

### I.- PRE-CONTRACTING INFORMATION

If you are under 18 years of age, you may not book any of the services on the [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) website. To acquire any service on the website, you must be 18 or over.

We recommend that you read these general terms and conditions prior to making a purchase, as their acceptance is a prior and essential step in the purchasing process. Prior to the start of the purchasing procedure, the company/entity makes these general terms and conditions available to you so that you may save and reproduce them.

We inform you that an electronic archive of these general terms and conditions of business will be produced and accessible to you at all times. All information provided during the purchasing process will be stored by the company and prior to procurement and during the purchasing process, you will be able to access, file and print these general terms and conditions for consultation purposes.

We inform you beforehand of the procedures that you must follow to accept these general terms and conditions. The procedures for engaging the services offered are those described in these general terms and conditions, as well as the specific ones indicated on the website while browsing, so that you as the client/user declare that you know and accept these procedures as necessary for acquiring and/or engaging the services offered on the website.

Our services may be engaged in the language of your choice of those available on the website. However, the language in which these general contract conditions are formalised is Spanish.

During the purchasing procedure, the company/entity provides you with the appropriate technical means to identify and correct errors. Any modification or correction of the data provided by you while browsing must be carried out in accordance with the indications provided on the website. This website displays windows for confirmation of the data provided, which may not allow you to continue with the purchase or contract if the data entered are not in the correct format. Before making a payment, you will be able to view the services selected on the website and the details of your order so that, if necessary, you may change these details. If you detect an error after completing the payment process, you should contact customer service at: 971820753 or at the email address: [info@cuevasdrach.com](mailto:info@cuevasdrach.com).

By providing your personal data, you give your express consent to processing this personal data for the purpose of engaging the services on the website.

The online booking of the services offered by the company/entity through this website is subject to the provisions of these General Contract Conditions.

The booking of any of the services of the company/entity through the website requires the acceptance of each and every one of the general contract conditions and/or the specific conditions applicable to the services booked.

These General Conditions are subject to the provisions of Law 34/2002, on information society services and electronic commerce; Law 7/1998 on General Contracting Conditions; Royal Decree 1906/1999, which regulates telephone or electronic contracting with general conditions in development of article 5.3 of Law 7/1998; Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and any complementary laws that may be applicable.

If you have any queries, please contact us at the following email address: [info@cuevasdrach.com](mailto:info@cuevasdrach.com).

## II.- DETAILS OF SELLER.

This website is operated by:

CUEVAS DEL DRACH, S.A.

CIF/NIF (Corporate tax ID).A07055478

Address: TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES.

CUEVAS DEL DRACH, S.A. sells the services offered through the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com).

The company/entity has its registered address and/or premises at TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES.

CUEVAS DEL DRACH, S.A. is the owner of the domain and the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com).

## III.- PURPOSE OF THE CONTRACT CONDITIONS.

The purpose of these contract conditions is to regulate the conditions of sale of the services offered by the company/entity on this website. These conditions regulate the contractual relationship for purchasing arising between the company/entity and yourself at the moment you check the corresponding box during the online purchase and/or booking process.

The characteristics of the services engaged are reflected on the website.

The booking on your part of any of the services through the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) entails the acceptance and subjection to these General Contract Conditions and to the particular conditions that may apply to the purchase and/or booking of each of the services.

The prices applicable to the services booked by you are those indicated on the website on the date of booking and/or purchase..

All the technical means and requirements needed to access the website and the services offered therein shall be the sole responsibility of the user.

Once you have accessed the website, in order to proceed with the purchase of the services, you must follow all the indications and instructions on the website, completing for these purposes the required contract conditions and other forms established for each service, which requires reading and accepting these General Contract Conditions, as well as, where applicable, particular conditions that may be applicable.

## IV.-PURCHASING PROCEDURE.

Services must be purchased through the specific selection of the service desired by means of the purchase selection instruments found on the website. Once the purchase request has been selected and verified, you must expressly accept the contract conditions as shown on the website. From the moment of acceptance, you acquire the status of customer/user of the company/entity. We recommend that you read these General Terms and Conditions carefully, and print them on paper or save the document in electronic format.

In order to purchase any of the services on the website, you are required to register your personal and/or professional details. In some cases, you will have to set up a username and password that will allow you to access areas that require prior identification. When you register your personal data on our website, or when you book one of our services, your personal and/or professional data are incorporated into our database, and will be used exclusively to process the sale of the service during the selected period and to send you information about services offers similar to those you have purchased that may be of interest to you. At any time, you may modify your customer registration details (address, contact telephone number, email address, etc.).

Purchase procedure:

1.- To purchase a service from the website, you must follow the instructions on the page and select the service you wish to purchase.

You will be able to view and control the services selected by following the booking instructions on the website. When selecting the service on the website, you will be able to view the characteristics of the service and its price. We will also specify whether or not VAT is included in the final price of the service selected, and the terms and conditions, including information regarding shipping costs..

Once the selection of services is complete, you will proceed to payment. Before confirming payment, we will inform you again of the price of the services that you have selected, specifying whether or not VAT is included in the final price of the service selected, the contract conditions, including information regarding the date when the services will be provided, and in case of additional expenses, we will indicate the corresponding amount. In any case, you will be informed of the costs of the services that you have purchased in the event that these are not included in the final price of the services selected.

You will also receive information regarding the possibility of applying discounts. At this point you will be able to continue shopping or make the payment and/or contracting.

2.- To make the purchase and payment of the service you will fill in a form with the data requested. The data that are mandatory to proceed with the purchase and payment will be marked with an asterisk. A delivery address will need to be specified.

Once the mandatory personal data of the order and payment form has been implemented, accept the terms and conditions of the order and payment by ticking the corresponding box. You must also expressly accept the processing of your personal data for the purpose of purchasing and/or booking the services on the website by ticking the privacy policy and personal data processing box.

You may also request, by ticking the corresponding box, to receive newsletters and offers from the company/entity. And confirm the billing address.

3.-The form of payment accepted by the company/entity is:

4.- The security of its customers is essential for the company/entity [...]. Therefore, in order to protect the transmission of confidential information, the website has a data encryption protocol with an SSL Security

Certificate. SSL encryption technology protects financial transactions and the flow of data (name, address, credit card number, etc.), allowing transactions to be carried out securely. For payment with Visa and Mastercard credit cards, the customer is required to have CES (Secure Electronic Commerce) payment activated. You can tell whether the Secure Electronic Commerce protocol is activated by the VISA "Verified by VISA" and Mastercard "Mastercard Secure Code" logos. In all transactions the system conducts a validation with the issuing bank of the card with which you are paying, asking for a key / PIN / signature / security code that the customer must have, and that together with the card number, expiry date and the 3 digits on the back guarantee the security of the transaction. We call this key / PIN / signature / security code the CES Security Code or CES Secure E-Commerce Code. The customer's credit card details will be absolutely confidential (neither the company/entity nor third parties will be able to access them).

In the event that payment by credit card is refused, the purchase of the service will be automatically cancelled and the customer will be informed of the cancellation by electronic means.

5.- Finally, you must confirm the contracting and/or purchase of the services selected.

#### V.- SERVICE ENGAGED.

The service is offered on the website with as accurate a description of its characteristics as possible. This description also includes information about the after-sales services that correspond to the product or service contracted, if such services exist, and about the terms and conditions of said after-sales services. In any case, information is provided about the commercial guarantees corresponding to the product or service, as well as the terms and conditions thereof.

Deadline for the manifestation of the lack of conformity.

You are informed that for the manifestation of the lack of conformity with the product and/or service, the deadlines will be applied, as appropriate, in accordance with the provisions of Royal Legislative Decree 1/2007, of 16 November. Likewise, if we are faced with one of the exceptions mentioned in art. 114.2 of Royal Legislative Decree 1/2007, of 16 November, the provisions of this point shall not be applicable.

#### VI.- PRICE AND AVAILABILITY OF THE SERVICE.

The prices applicable to each of the services are published on the website and indicated for each service. The prices of the services are shown in euros.

Before you accept the booking and/or purchase transaction, the prices of each of the services selected and/or booked will be clearly specified, as well as the expenses that will be applicable to the operation and the promotions or discounts that may be applicable.

The company/entity reserves the right to modify its prices at any time. In case of modification of the sale price, the services will be invoiced according to the price effective during the registration of the booking and/or purchase.

For any payment made to the company/entity you will receive an invoice in your name.

For any information about the service purchased, you should send an email to the email address [info@cuevasdrach.com](mailto:info@cuevasdrach.com), indicating your customer/user details in the message subject line.

#### VII.- OFFERS.

The offers are duly indicated. The services offered on the website will be available until any modification to it is made, which will be notified one week in advance.

#### VIII. RIGHT OF WITHDRAWAL

The right of withdrawal of the user/consumer, provided for in article 68 of Royal Legislative Decree 1/2007, of November 16th, is not applicable in this contract, since it is a service included in the exceptions to the right of withdrawal of consumers and users regulated by art. 103 of Royal Legislative Decree 1/2007, of November 16th.

Cancellation conditions:

The withdrawal and/or cancellation conditions are specified in the contracted service. To

exercise the right of withdrawal, the Customer may use any of the following methods:

- a) By telephone at the number 971820753.
- b) By email at the address TANCAT DE SA TORRE, S/N. Using the withdrawal form that the Customer must download here, and which can be sent to the email address [info@cuevasdrach.com](mailto:info@cuevasdrach.com) .

In this case the Customer must state WITHDRAWAL FORM as the subject of the email.

WITHDRAWAL FORM (You should only complete and send this form if you wish to withdraw from the contract).

FOR THE ATTENTION OF: CUEVAS DEL DRACH, S.A., with personal/company tax code: A07055478, address at: TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES, Tel. no.: 971820753, Email: [cuevasdeldrach@cuevasdeldrach.com](mailto:cuevasdeldrach@cuevasdeldrach.com)

I hereby inform you that I withdraw from my sales contract for the following item or items, with reference no.

reference no. Relating to order no.:

with purchase date

Name of Buyer(s)

Address of Buyer(s)

Signature of consumer(s) Date Signature

of the professional(s) Date

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#### IX. PROFESSIONALS.

If you are a professional or business owner, none of the provisions of Spanish Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the Spanish General Law on the Defence of Consumers and

Users, will apply to this contracting process. If you are a professional or business owner, the clause governing the right of withdrawal and/or refund will not apply to this contracting process under any circumstances.

#### X. ENTERING INTO THE CONTRACT.

Contracts shall be deemed entered into and produce all the effects provided for by law when consent and the other requirements necessary for their validity are met, and shall be governed by the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce (LSSI), art. 23 and 24, the Civil Code, the Commercial Code and other applicable civil or mercantile regulations. If you are a consumer, it will be understood that this contract is entered into at the place where you have your primary residence. If you are a professional or business owner, it will be understood that this contract is entered into at the location of the registered address and/or premises of the company/entity.

#### XI. AMENDMENT.

The company/entity reserves the right to amend or replace these contracting terms and conditions in the event of new economic, commercial or regulatory circumstances and/or extraordinary circumstances that affect the sale of the product and/or provision of the service and/or aspects related thereto that justify any such amendment to these terms and conditions. Any unilateral amendments to these terms and conditions on justifiable grounds will not, under any circumstances whatsoever, affect the contracting terms and conditions governing those products, services or promotions that may have been accepted prior to such amendments.

#### XII. LIABILITY REGIME.

The company/entity will not be liable for problems due to lack of access or problems inherent to Internet connectivity or electricity networks when the causes are beyond its control or could not have been foreseen by the parties, or that, if foreseeable, the company/entity makes all reasonable efforts to avoid them or they are considered acts of god or force majeure.

The company/entity accepts no liability whatsoever for any delay to the performance of its obligations or failure to perform the same in the event that such non-compliance stems from a situation of force majeure, in accordance with the provisions of Article 1,105 of the Spanish Civil Code. Such circumstances will be communicated to the other party as soon as possible. The agreed delivery times will be extended for at least the period of time during which the situation of force majeure existed. If the situation of force majeure persists for more than three (3) months, either of the parties may terminate these contracting terms and conditions.

#### XIII. PROTECTION OF INTELLECTUAL PROPERTY.

CUEVAS DEL DRACH, S.A. is the owner of the domain and the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com). The trademark is duly registered in the name of CUEVAS DEL DRACH, S.A. . Likewise, the website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) including, but not limited to, programming, editing, compilation, designs, logos, text and / or graphics, is the property of CUEVAS DEL DRACH, S.A. , and is protected by national and international intellectual and industrial property law. Therefore, the holder of the rights expressly prohibits the use or reproduction, partial or total (by any physical or electronic means), by third parties, unless there is an agreement or written authorisation to this effect.

Access by the user to the website does not grant the user any ownership rights over the same. CUEVAS DEL DRACH, S.A. shall take legal action as provided by law against those who knowingly and without authorisation carry out any of the aforementioned acts.

#### XIV. APPLICABLE LAW AND JURISDICTION.

These general conditions shall be governed by and interpreted in accordance with Spanish law in all matters not expressly established herein. The parties submit to the jurisdiction of the competent Courts and Tribunals for any questions that may arise or actions that may be brought as a result of the provision of the website service and its services and contents, and regarding the interpretation, application, fulfilment or non-fulfilment of the provisions of these general conditions. If the user is considered to be a consumer, the competent Courts and Tribunals will be those provided for in the provisions of current legislation governing consumer protection.

In addition, we remind you that you can access the European Union's online dispute resolution platform by following this link. (<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>).

#### XV. PERSONAL DATA

In accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights, you are provided with the following information on how your personal data is processed: RESPONSIBLE / MANAGER: CUEVAS DEL DRACH, S.A., Fiscal ID code: A07055478, Address: TANCAT DE SA TORRE, S/N, CP: 07680 PORTO CRISTO, Telephone: 971820753, Email address: [info@cuevasdrach.com](mailto:info@cuevasdrach.com) . DATA PROTECTION OFFICER: CONTACT: / <http://www.protecmir.com> / EMAIL: [protecmirlegal@protecmir.com](mailto:protecmirlegal@protecmir.com) . PURPOSE: At CUEVAS DEL DRACH, S.A. we process the information You provide us in order to provide you the requested service, prepare the invoicing for this service and manage the sending of information and commercial research. We will develop a commercial profile based on the information provided in order to be able to offer you our services in accordance with your interests. No automated decisions will be made based on this profile. The personal data provided will be retained for the duration of the commercial relationship and as long as no request has been received to delete the same by the interested party, for a duration of 5 years from the last time you contract and/or purchase anything. In any event, your personal data will be retained while they remain useful for the purpose indicated, and in any event for the legally established periods and for the time needed to address any possible liabilities resulting from said processing. LEGAL BASIS: Personal data processing is based on the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract, and in any event you have given your consent for your personal information to be processed for one or more specific purposes, in accordance with the provisions of the GDPR EU 679/2016 (ART. 6.1. A. B) and Organic Law 3/2018 of 5 December (Data Protection and Guarantee of Digital Rights: LOPDPGDD). Articles 20 and 21 of the Information Society Services Act 34/2002, for the use of telecommunications to send commercial offers, shall apply. While the prospective offer of products and services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase of any product and/or service under any circumstances. The personal data must be provided, otherwise the service requested and/or the product sold and/or the requested offer cannot be provided. Consent must be provided in order to be able to make prospective offers and send you commercial information. RECIPIENTS: No personal data will be shared with any third party not connected to the company, unless it is a legal requirement to do so. However, you are informed that third-party providers may have access to your personal data, as data processors, within the framework of the provision of a service for the Data Controller company. In addition to the above, the company may share or communicate personal data in order to meet its obligations with public administrations when required to do so by law. No data is expected to be transferred to third countries. RIGHTS: Interested parties have the right to obtain access to their personal information, as well as to request that any inaccurate data be rectified or, where appropriate, to request the removal of said data when, among other reasons,

the information is no longer needed for the purposes for which it was obtained. In certain circumstances, interested parties may request that the processing of their data be limited, in which case we will only retain it for the purpose of filing or defending complaints. Additionally, and for purposes related to their particular situation, interested parties may oppose the processing of their data, in which case their personal information will no longer be processed for those purposes to which they have stated their opposition. When technically possible, the interested party may request the portability of their data to another Data Controller. To exercise these rights, in accordance with current legislation, the parties concerned may write to CUEVAS DEL DRACH, S.A. at TANCAT DE SA TORRE, S/N, CP: 07680 PORTO CRISTO, enclosing a copy of a document accrediting their identity (national identity document), or email [info@cuevasdrach.com](mailto:info@cuevasdrach.com) . You have the right to file a complaint with the Regulatory Authority: The Spanish Agency for Data Protection ([www.agpd.es](http://www.agpd.es)). Origin of personal data: the data subject.