

## GENERAL CONDITIONS OF CONTRACT

These General Conditions establish, together with the other terms and conditions, the legal framework that shall govern the contracting of services through the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com). This Website belongs to the Organisation CUEVAS DEL DRACH, S.A., a legally established company, with registered address at TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES, tax code A07055478, and entered on the Companies Registry of the ILLES BALEARS in Volume 2734, Folio 93, Sheet 13959, Section 8.

The activity of the Company and/or Organisation CUEVAS DEL DRACH, S.A. is Cultural visit with concert and tourist attractions. For any queries, please contact us by telephone on 971820753 or by emailing customer services at [cuevasdeldrach@cuevasdeldrach.com](mailto:cuevasdeldrach@cuevasdeldrach.com)

The purpose of these contract conditions is to regulate the terms for contracting the services and/or products offered by the Company through the Website and the corresponding remuneration and/or payment to be made by the Customer to the Company, in the event of these General Conditions of contract being accepted.

Before initiating the contract procedure and by means of techniques adapted to the means of communication used, the Company makes clear, understandable and unequivocal information available to the recipient permanently, easily and free of charge, on the following matters:

- a) The various procedures that must be followed to accept these General Conditions of contract.
- b) Electronic file of these General Conditions of contract, available at all times.
- c) The Company makes the technical means available to the Customer to identify and correct any errors.
- d) The language in which these General Conditions of contract are made official is Spanish.
- e) Before initiating the contract procedure, the Company makes the General Conditions available for the Customer to save and reproduce.
- f) Additionally, the online contracting of products offered by the Company through this Website will be subject to the provisions in the Website's legal statement or notice.
- g) These General Conditions have been produced in accordance with the provisions established in Act 34/2007 governing information society services and electronic commerce; Act 7/1998 governing General Conditions of Contract, Royal Decree 1906/1999 regulating contracting by telephone or electronic means with General Conditions in implementation of article 5.3 of Act 7/1998; Legislative Royal Decree 1/2007, of 16 November, enacting the consolidated text of the Consumer and User Protection Act, and other complementary legislation.
- h) The acquisition and/or contract of any of the services of the Company/Organisation through the Website requires the Customer's acceptance without reservation of each and every one of the General Conditions of Contract and the Specific Conditions that apply to the services acquired and/or contracted.
- i) The Company informs Customers that the procedures to contract the services offered are those described in these General Conditions, as well as the Specific Conditions indicated on the Website while browsing, such that the Customer states that he or she knows and accepts said procedures as necessary to acquire and/or contract the services offered on the Website.
- j) All information provided during the contract process will be stored by the Company. Any modification or correction of the data provided by Customers while browsing must be made according to the indications contained on the Website.

k) By providing his or her details, the Customer gives their explicit consent for their personal data to be processed for the purpose of acquiring and/or contracting the services sold by the Company.

The Customer contracts and/or acquires the Company's services and/or products, and the Company accepts the order to provide the service selected on the Website, in accordance with these General Conditions of contract.

The Vendor reserves the right to modify said conditions unilaterally, without this affecting any services and/or products or promotions that were contracted prior to any such modification.

#### I. IDENTITY OF VENDOR

The Vendor of the services contracted by the Customer and/or User is CUEVAS DEL DRACH, S.A. The activity of the Organisation is Cultural visit with concert and tourist attractions.

CUEVAS DEL DRACH, S.A. offers SALE OF TICKETS FOR THE CAVES through the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com). Sale and/or contract operations shall be deemed to have been carried out at TANCAT DE SA TORRE, S/N 07680 PORTO CRISTO, BALEARES.

The Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) is registered under the name of CUEVAS DEL DRACH, S.A. The trade name is duly registered under the name of the Company and/or Organisation.

#### II. PURPOSE OF THE CONTRACT CONDITIONS

The purpose of this contract condition is to establish the conditions for the sale/reservation of the services and/or products to be contracted on the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com). The conditions regulate the contractual relationship of the sale/contract/reservation generated between the Vendor and the Buyer when the latter accepts the corresponding box during the online purchase/contract/reservation process. The characteristics of the services and/or products acquired and/or contracted are shown on the Website.

The contracting of any of the services and/or products by the Buyer through the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) entails acceptance of and being bound by these General Conditions and/or Specific Conditions of Sale in their entirety.

The prices applicable to the services and/or products bought and/or contracted are those indicated on the Website on the date on which they are contracted and/or acquired.

Offers are duly marked and identified, indicating the previous price and the offer price.

All the technical means and requirements needed to access the Website and the services available on it shall be exclusively the responsibility of the User.

Having accessed the Website, in order to proceed to acquire and contract the various services, the User must follow all the indications and instructions shown on the site, and comply to that effect with the Conditions of Contract and other forms established for each product, which entails reading and accepting all the General Conditions of Contract and any of the Specific Conditions that may be applicable.

#### III. PURCHASE PROCEDURE.

If you are under 18 years of age, you cannot purchase the services of [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com). To acquire any service from CUEVAS DEL DRACH, S.A. you must be of legal age.

Any service and/or product must be contracted by specifically selecting the desired service and/or product, using the purchase selection tools installed on the Website. Once the purchase/contract/reservation request has been selected

and verified, you will have explicitly accepted, in full, each and every one of the conditions of contract contained on the Company's Website, and which implies the contracting of the services requested.

From the moment of acceptance, the User is granted the status of Customer of the Company/Organisation.

Any product or service offered subsequently by the Company/Organisation shall be subject to a new contract.

Customers are advised to read these General Conditions carefully, and either print them out or save the document in electronic format.

To contract any of the services and/or products on the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com), the User must register his or her personal and/or professional details and choose a password to access areas requiring prior login.

Once your data is registered on our server, or you contract our services, your personal and professional details, address and chosen method of payment are added to our database, which is used solely to process the sale of the product contracted for the selected period and to send information on offers and information that may be of interest to you during the period contracted. At any time, you can modify your Customer registration data (address, contact telephone number, email address, etc.) or request a reminder if you have forgotten your password.

Once the Customer account has been created, you are informed that, in accordance with article 27 of Act 34/2002 governing Information Society and Electronic Commerce Services, the contract procedure will consist of the following steps:

1. To initiate the contract and/or acquisition on the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com), the User must select a service and/or product shown on the Website.

The User can view and control the service and/or product selected by following the purchase/contract/reservation instructions on the Website. The Website will show the objects selected, the price and any Specific Conditions.

Once the services and/or products have been selected, the User must proceed to the payment/contract/reservation. In this step, the User must provide his or her details and select the permitted payment/contract/reservation system. In the event of paying/contracting/reserving by credit card, the User must enter the details of his or her selected credit or debit card and must accept the General Conditions of contract/payment/reservation. The conditions of the contract that has been selected will then be shown. Users may apply any discounts available to them.

At this point, the User can proceed to make the payment/contract/reservation.

2. To make the payment, the User must be registered on the Website. To do so, a form must be completed with the information requested.

Any information that is necessary to proceed to the purchase/contract/reservation will be marked with an asterisk.

The User can check the appropriate box to ask to receive news and offers from CUEVAS DEL DRACH, S.A. The same applies to confirming the delivery and billing address.

3. The payment method accepted by the Vendor is:

VISA  
MASTERCARD

- 4.-For CUEVAS DEL DRACH, S.A. the security of its clients is essential [...]. Therefore, in order to protect the transmission of confidential information, the Web server of [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) has a data encryption protocol using algorithms of up to 128 bits, through an SSL Security Certificate (Secure Sockets Layer). SSL encryption technology protects economic

transactions and the flow of data (name, address, credit card number, etc.), allowing operations to be carried out securely.

For payment with credit cards of Visa and Mastercard, the client must have activated the payment through CES (Comercio Electrónico Seguro = Secure Electronic Commerce). Communication between the client and the payment entity will also be done through a secure server with SSL encryption. The client's credit card data will be absolutely confidential

5. Finally, the User must confirm the contract.

In all cases, the Vendor's contract platform will inform the User once the purchase and/or contract/reservation procedure has been completed.

#### IV. SERVICE/PRODUCT.

The service and/or product is offered on the Website with as accurate a description as possible of its characteristics.

#### V. PRICE AND AVAILABILITY.

The prices applicable to each of the services and/or products are those published on [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com), indicated below each service and/or product. Prices are shown in euros. VAT is included in the price.

Before the Buyer accepts the contract and/or acquisition operation, the prices are clearly specified for each of the services and/or products selected and/or contracted, as well as any costs that will be applicable to the operation and any promotions or discounts that may apply.

The Vendor reserves the right to modify the prices at any time. In the event of the sale price being modified, the services and/or products will be invoiced according to the price indicated during the contract and/or acquisition and/or reservation registration process.

Any payments made to the Vendor will entail an invoice being issued in the name of the User and/or Customer.

For any information about the product contracted, a service will be available to the User via email at the address [cuevasdeldrach@cuevasdeldrach.com](mailto:cuevasdeldrach@cuevasdeldrach.com). In all cases, this must be indicated in the subject of the email or in the Customer's details.

#### VI. VALIDITY OF THE OFFER

Offers on the Website are duly indicated, specifying the necessary conditions for them to apply. The services and/or products offered on the Website will be available until any modification relating to the product is made, notice of which will be given one week in advance.

#### VII. 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

#### VIII. FORMALISATION OF THE CONTRACT.

Contracts shall be deemed to have been formalised and will produce all the effects provided for by the legal system, when there is mutual consent and the other requirements for it to be valid are met. They shall be governed by the provisions set out in the Information Society Act, articles 23 and 24, in the Civil Code, in the Commercial Code and in other Spanish civil or mercantile regulations.

Prior agreement by the parties on the use of electronic means will not be necessary. It shall be understood that the contract is in written form if the contract is contained on an electronic storage medium. The electronic storage medium on which a contract formalised by electronic means is stored shall be admissible in court as evidence. The contract between the parties will be presumed to have been formalised in the locality of the Company's registered address and/or establishment.

#### IX. MODIFICATION

The Company reserves the right to modify or replace these Contract Conditions upon completion of the contract as a consequence of the existence of new economic and/or commercial circumstances that would make it advisable to do so, as well as modify, alter and distribute laws, regulations and rules applicable to the provision of the service and/or related aspects.

The Company undertakes to make every effort to maintain an acceptable level of compliance with its contractual obligations.

## X. LIABILITY REGIME.

The Company will not be held liable for any problems resulting from lack of access or problems inherent to connecting to the internet or to power networks when these are due to causes outside of its control or causes that could not have been foreseen by the parties, or as a result of which, despite being foreseeable, the Company has made every reasonable effort to prevent them, or were considered acts of god or of force majeure.

### Acts of God and Force Majeure

Under no circumstances will the Company be held liable for any delay in fulfilling its obligations, or for not fulfilling its obligations, if this is due to acts of god or for reasons of force majeure, in accordance with the provisions established in article 1.105 of the Civil Code. The other party shall be informed of this circumstance as soon as is possible. Agreed delivery times shall be prolonged for at least the period of time that the cause of force majeure has lasted. If the cause of force majeure is prolonged for more than three (3) months, either party may rescind these Contract Conditions.

## XI. PROTECTION OF INTELLECTUAL PROPERTY

The Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com) is the property of CUEVAS DEL DRACH, S.A. . The trade name is duly registered under the name of CUEVAS DEL DRACH, S.A. . Additionally, the Website [www.cuevasdeldrach.com](http://www.cuevasdeldrach.com), including but not limited to its coding, editing, compilation, designs, logos, text and/or graphics, is the property of CUEVAS DEL DRACH, S.A., and is protected by national and international regulations on intellectual and industrial property. Therefore, the rights owner explicitly prohibits partial or total use or reproduction (by any physical or electronic means) by third parties, unless an agreement is reached or authorisation given in writing in this regard. Access to the Website by Users does not grant them any property rights over said Website. CUEVAS DEL DRACH, S.A. will take appropriate legal action against those who knowingly and without authorisation carry out any of the acts detailed herein.

## XII. APPLICABLE LAW AND JURISDICTION.

These General Conditions shall be governed and interpreted according to Spanish legislation for all matters not explicitly established. The parties submit to the jurisdiction of the courts of law of Palma de Mallorca for any matters that may arise or legal action taken as a result of the Website service provision, and of its services and content, and regarding the interpretation, application, observance or breach of the provisions established in these General Conditions.

## XIII. 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). 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. No decisions will be made on the adequacy, guarantees, binding corporate standards or specific situations that apply.

**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.