

PRIVACY POLICY

Version valid from [01/03/2020].

This Privacy Policy (hereinafter, the “ **PRIVACY POLICY** ”) regulates the collection and processing by **INVERSIONES INMOBILIARIAS TEGUISE RESORT, SL** (hereinafter, “ **TEGUISE** ”) of your personal data as a user of the public access service to Internet through WiFi technology that this entity makes available within its facilities (hereinafter, the “ **SERVICE** ”).

TEGUISE reserves the right to modify the PRIVACY POLICY to adapt it to legislative, jurisprudential and / or administrative developments, as well as to the practices that it develops at any time that the SERVICE is available, taking into account at all times its rights and interests.

In any case, TEGUISE will provide you with the appropriate technical resources so that you can access the PRIVACY POLICY in order to comply with the information obligations that we must observe in accordance with the applicable regulations on data protection.

1. Who is responsible for the processing of your data?

The Data **Controller** is **INVERSIONES INMOBILIARIAS TEGUISE RESORT, SL** (hereinafter, “TEGUISE”), a company with registered office in Teguiše (Lanzarote), Avda. Del Jablillo, No. 1 , registered in the Commercial Registry of Arrecife at volume 430 , folio 52, sheet IL-6.767 , and with CIF B-63023535.

For any question related to the PRIVACY POLICY and / or the processing of your personal data you can contact us at the postal address indicated above.

2. How have we obtained your data?

The data we process in TEGUISE are obtained (i) in the registration process as a user of the SERVICE; (ii) at the time of sending any emails for consultation, complaint or suggestion; and / or (ii) during the use of the SERVICE in regard to navigation data.

In the event that the personal data provided belong to a third party, you guarantee that you have informed said third party of the PRIVACY POLICY and have obtained your authorization to provide your data to TEGUISE with the purposes indicated below.

3. What kind of data do we process?

The data that we process in TEGUISE are those that you provide us at the time of your registration as a user of the SERVICE and / or by sending an email of inquiry, complaint or suggestion, as well as those that may be registered during use of the SERVICE on your part.

In particular in TEGUISE we treat the following categories of data:

- Identification and contact information.
- Identification codes and codes as a registered user of the SERVICE.
- MAC address of the device you use during the SERVICE enjoyment.
- Internet browsing data (eg IP address, visits to web pages, etc.).

4. For what purpose do we treat your data and under what legitimacy?

The processing of your personal data pursues the following purposes:

- Manage and process your registration as a user of the SERVICE.
- Manage access and enjoy the SERVICE.
- Process and manage the request for information, suggestions, complaints or claims made in relation to the SERVICE.
- Manage the sending of electronic commercial and advertising communications, provided you have consented to it.

The processing of your personal data by TEGUISE , in accordance with the applicable regulations, is based, according to the treatment in question, (i) on your consent, granted at the time of the collection of your personal data that you voluntarily provide us with through the mechanisms enabled for this purpose in the portal of access to the SERVICE ; or (ii) in the legal relationship established with you as a user of the SERVICE.

We remind you that, in cases where the treatment is based on your consent, you can revoke it at any time, freely and free of charge, in the terms indicated in Section 7.

5. Who do we communicate your data to?

Apart from those cases in which TEGUISE is obliged to do so by law (eg Tax authorities, the judiciary or other Public Administrations Authorities), your data will not be passed on to third parties.

No international transfer of your personal data is planned.

6. How long will we keep your data?

In general, your personal data will be kept as long as it is necessary to allow your access and enjoy the SERVICE, as long as you do not revoke your consent or request its deletion when said action proceeds, as well as the time necessary to comply with the legal obligations that TEGUISE must observe.

7. What are your rights?

The applicable regulations regarding data protection grant you a series of rights related to your personal data that you may exercise during the processing of the same.

These rights are those indicated below:

- Access to your data: you have the right to access your data to know what personal data that concerns you we are treating.

- Request the rectification or deletion of your data : in certain circumstances, you have the right to rectify those inaccurate personal data that concern you that are being processed by us or, even, to request its deletion when, among other reasons, the data is no longer necessary for the purposes that were collected.
- Request the limitation of the processing of your data : in certain circumstances, you have the right to request the limitation of the processing of your data, in which case we inform you that we will only keep them for the exercise or defense of claims as provided by the applicable regulations in this matter of data protection.
- To the portability of your data: in certain circumstances, you have the right to receive the personal data that concern you, and that you have provided us, in a structured format, for common use and mechanical reading, and to transmit them to another data controller.
- Oppose the processing of your data : in certain circumstances and for reasons related to your particular situation, you have the right to object to the processing of your data in which case, we would stop processing them unless, for compelling legitimate reasons, or the exercise or defense of possible claims, these must be retained.

Likewise, you have the right to withdraw consent at any time, without affecting the legality of the treatment based on the consent prior to its withdrawal.

You may exercise these rights by written request addressed to TEGUISE, at the postal address indicated in Section 1.

Finally, indicate that you can file a claim with the competent Control Authority (in Spain, the Spanish Agency for Data Protection), especially when you have not obtained satisfaction in the exercise of your rights. You can contact the Authority through its website : www.aepd.es .

8. Security measures

TEGUISE will treat your data at all times in an absolutely confidential manner and keeping the mandatory duty of secrecy regarding them, in accordance with the provisions of the applicable data protection regulations, adopting the technical and organizational measures to that effect. necessary to guarantee the security of your data and avoid its alteration, loss, treatment or unauthorized access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed.

9. Cookies policy

Additionally, we indicate that TEGUISE has established a Cookies Policy of the web portal that gives access to the SERVICE and is accessible through the following link: <https://www.teguiseplayahotel.com/en/proteccion-datos#cookies-policy>

**CONDITIONS OF USE OF THE INTERNET ACCESS SERVICE THROUGH
WIFI TECHNOLOGY**

Version valid from [01/03/2020].

Please read this document carefully. Your registration as a user of the Internet access service through WiFi technology that **INVERSIONES INMOBILIARIAS TEGUISE RESORT, SL** (hereinafter, "TEGUISE") makes available to guests and users of the facilities of said entity, constitutes unreserved acceptance by its part of the terms and conditions included below.

TEGUISE is an entity legally constituted according to Spanish legislation, with domicile in Teguiše (Lanzarote), Avda. Del Jablillo, nº 1 , registered in the Commercial Registry of Arrecife at volume 430 , folio 52, sheet IL-6.767 , and with CIF B-63023535 .

In any case notes, for purposes appropriate, that the end provider of services connected to the Wifi network is Operator of Electronic Communications Service in the register of operators, who TEGUISE has subscribed corresponding contract for the provision of said services.

1. SCOPE AND OBJECT OF THE TERMS OF USE

These provisions (hereinafter the "**TERMS OF USE**") regulate access and use of service Internet access by technology WiFi (hereinafter the "**SERVICE**"), which TEGUISE available to the guests and users of their facilities (hereinafter the "**USER**") within them.

Notwithstanding the foregoing, access to certain contents and the use of specific functionalities that TEGUISE makes available to the USER through the SERVICE may be subject to certain particular conditions (hereinafter, the "**PARTICULAR CONDITIONS**") which, depending on the case , replace, complete and / or modify these TERMS OF USE and, in case of contradiction, prevail over them. These SPECIFIC CONDITIONS, when applicable, will be available to the USERS through the portal that gives access to the registration as USER and the use of the SERVICE (hereinafter, the "**WEB PORTAL**").

Consequently, before accessing said content or functionalities, the USER must read carefully and, where appropriate, accept the SPECIFIC CONDITIONS that regulate them in the version published at the time the said access and / or use occurs.

TEGUISE reserves the right to make, at any time and without prior notice, any modification or update of the TERMS OF USE, as well as, where appropriate, the corresponding SPECIFIC CONDITIONS, to adapt its content to legislative, jurisprudential developments and / or administrative, as well as to the practices that it develops in each moment in which the SERVICE is available, taking into account in any case the rights and interests of the USER.

In case of modification, the new CONDITIONS OF USE will be communicated to the USER through its publication on the WEB PORTAL, those that are published in the WEB PORTAL being applicable at the time of use of the SERVICE.

By registering on the WEB PORTAL, the USER consents and accepts, expressly and without reservation, the TERMS OF USE, said acceptance having the same validity and effectiveness as any contract concluded in writing and signed. In the event that the USER does not fully accept the TERMS OF USE, he / she cannot register or access the use of the SERVICE.

Minor USERS necessarily require authorization from their parents, guardians and / or legal representatives to register as USERS and access the use of the SERVICE. TEGUISE will understand that minor USERS who register as USERS of the SERVICE have the corresponding authorization.

In any case TEGUISE informs parents / mothers, guardians and / or legal representatives of the child USER age using the service provides free and transparent access to the Internet, which allows access to content or services that cannot be appropriate or that may be prohibited for minors. In this regard, parents / guardians and / or legal representatives of minor USERS are reminded that it is their sole and exclusive responsibility to control and decide on the contents or services suitable for them. There are computer applications that allow blocking and filtering access to content and services that are considered not relevant for minor USERS (information available in commonly used browsers).

The USER may unsubscribe from the SERVICE at any time.

2. USER REGISTRATION AND PASSWORD

By registering through the WEB PORTAL, the USER will be assigned a "log" identifier; and a password, which will allow the user to start the session, at any time, as a registered USER of the SERVICE.

The USER will be obliged to the diligent use of the identifier and password assigned to him and will be responsible for the proper custody and confidentiality of the same, committing himself not to assign his use to third parties, either temporarily or permanently, and not allowing his access to third persons

In case of theft, loss or unauthorized access to your identifier and password, the USER will be responsible for notifying TEGUISE immediately of this circumstance so that it can proceed to its cancellation. In no case will TEGUISE be responsible for the actions carried out by unauthorized third parties that use the USER's identifier and password until the aforementioned notification of theft, loss or unauthorized access occurs.

3. ECONOMIC SERVICE CONDITIONS

Unless otherwise provided in the SPECIFIC CONDITIONS, access and use of the SERVICE is free of charge.

4. SERVICE FEATURES

The SERVICE is intended for the use and enjoyment by the visitors of the TEGUISE facilities, so the USER expressly acknowledges and accepts that its use will be made exclusively for private and private purposes, and its use for any business activity is expressly prohibited.

The USER will be responsible, in any case, for providing a computer or mobile device that allows him to access and make use of the SERVICE. TEGUISE will not provide the USER with any equipment for use in connection with the SERVICE, either on a loan basis or in any other way, Nor shall it provide any technical or technological assistance to the USER in relation to the equipment the USER uses to access and make use of the SERVICE.

The SERVICE will remain accessible to the USERS inside the TEGUISE facilities, being technically limited the possibility of access and use of it from other locations.

The SERVICE provides the USER with limited bandwidth for Internet access, so that access and browsing speed available through the SERVICE may vary depending on various factors outside TEGUISE (eg the number of users connected simultaneously) .

TEGUISE will make its best efforts to keep the SERVICE accessible in the aforementioned terms and in adequate operating conditions during all opening hours to the public of its facilities. However, the SERVICE is subject to possible interruptions for technical reasons (eg breakdowns, maintenance, updates or modifications of the infrastructure supporting the SERVICE and / or the WEB PORTAL) or for reasons beyond the control of TEGUISE (eg interruptions in the Internet connection services provided by third parties). TEGUISE reserves the right to interrupt, partially or totally, the SERVICE, temporarily or permanently, under any of the aforementioned circumstances or at any time in which it decides unilaterally to remove the SERVICE, communicating it previously to the USER, when this is possible.

Likewise, TEGUISE reserves the right to suspend and / or block the access and use of the SERVICE, without prior notice, to any USER who violates the TERMS OF USE or use the SERVICE to carry out illegal or contrary to moral activities, the Good customs or public order.

TEGUISE has a USER support service ailable through front@teguiseplaya.com through which the latter may make inquiries about the SERVICE, submit complaints or claims, or request withdrawal from the SERVICE.

5. OBLIGATIONS OF THE USER

The USER undertakes to make use of the SERVICE in a diligent and correct manner, forcing himself to not use it for the performance of activities contrary to the Law, morality, good customs and / or public order; refrain from its use for illicit, prohibited or harmful purposes or effects of rights and interests of TEGUISE and / or third parties; as well as (iii) not use it in any way that could damage, disable, overload, deteriorate or prevent the normal use of the SERVICE, the infrastructure that supports it and / or any document, file and contents of TEGUISE and / or third parties stored in any computer equipment accessible through the Internet.

In particular and merely by way of example and not exhaustive, the USER must refrain from using the SERVICE to perform any of the following activities:

- Overload the SERVICE through massive downloads or any other activity that involves unusual heavy traffic.
- Advertise, transmit, store, share, display or disseminate content or materials that infringe rights of Intellectual and / or Industrial Property of TEGUISE and / or any third parties.
- Advertise, transmit, store, share, show or disseminate obscene and / or pornographic content or materials.
- Announce, transmit, store, share, display or disseminate content with defamatory, hurtful, abusive, threatening or contrary to the right to honour, personal or family privacy or the image of third parties and / or legal entities.
- Access illegally or without authorization to third party systems or networks or try to overcome security measures of such systems.
- Distribute “malware”, viruses, “worms”, “spyware”, “Trojans”, “ransomware” or other similar elements through the Internet, carry out denial of service attacks, create or manage bootnets or develop activities that interrupt or interfere with the effective use of third-party network resources.
- Distribute or facilitate spam.

Likewise, the USER will be responsible for the security of the equipment and systems used in connection with the SERVICE; as well as any content and information stored in said equipment and systems or transmitted through the use of the SERVICE.

6. RESPONSIBILITY AND GUARANTEES

Any use of the SERVICE by the USER will be understood to be carried out on its own account and under its sole responsibility. Consequently, the USER will respond to TEGUISE and / or third parties for any damages that may be caused by a use of the SERVICE that fails to comply with its obligations.

TEGUISE adopts the security measures that it considers pertinent to maintain the correct functioning of the SERVICE and detect the existence of viruses and harmful components. However, the USER must be aware that the security measures of computer systems on the Internet are not entirely reliable and that the SERVICE is exposed in its operation to factors beyond the control of TEGUISE.

Consequently, TEGUISE cannot guarantee the continued availability of the SERVICE; nor (ii) the infallibility of the security measures that this entity maintains implemented.

Likewise, to the extent that the USER uses the SERVICE to access Internet services offered by third parties and unless otherwise indicated in the PARTICULAR CONDITIONS, TEGUISE also does not grant any guarantee in relation to said third party services; its levels of quality, interoperability, speed and performance; its veracity, accuracy, legality, reliability and usefulness; nor the non-existence in said services of viruses or other harmful elements that may cause alterations in the equipment and systems of the USER or in its electronic documents and files contained therein.

7. INDUSTRIAL AND / OR INTELLECTUAL PROPERTY RIGHTS

All Industrial and / or Intellectual Property rights on the WEB PORTAL are legally reserved and access to them or their use by the USER must not be considered, in any way, as the granting of any use license or right over any asset whose ownership or ownership corresponds to TEGUISE and / or any third parties. This reservation of rights reaches both the external appearance (look and feel) and the code, design and navigation structure of the WEB PORTAL; as to the contents that under any format can be included and distributed through it.

The inclusion in the WEB PORTAL of references to commercial names, brands, logos or other distinctive signs, whether registered or not, whether owned by TEGUISE or third parties, is subject to the prohibition of their use without the express consent of TEGUISE or its legitimate owner.

It is also forbidden to decompile, disassemble, reverse engineer, sublicense or transmit in any way, translate or carry out works derived from the computer programs necessary for the operation, access and use of the WEB PORTAL. The USER must in any case refrain from deleting, altering, evading or manipulating any protection device or security systems that may be installed in the WEB PORTAL.

8. PERSONAL INFORMATION

The USER has detailed information about the processing of your personal data by TEGUISE in the following link:

<https://www.teguiseplayahotel.com/en/proteccion-datos#data-protection>

9. APPLICABLE LAW AND CURRENT JURISDICTION

The CONDITIONS OF USE are subject to the Spanish legal system.

For the resolution of any conflict that may arise from the access and use of the SERVICE, the USER and TEGUISE expressly agree to submit to the Courts and Courts of Arrecife (Las Palmas) , waiving any other general or special jurisdiction that may correspond to them, in the extent to which the applicable current legislation allows it.