

## Terms of Use

These terms shall be valid from March 4, 2016. For previous versions of these Terms of Use, click [here](#).

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### **1.- SCOPE OF APPLICATION OF THE GENERAL TERMS OF USE**

This Website (hereinafter, the "Site"), is owned by ROOM MATE, S.A. (the "Company"), a Spanish company with registered offices at Calle De la Palma 10, 28004, Madrid, Spain, tax ID code: A-82559261 and registered in the Mercantile Register, Volume 14,964, Sheet 21, Section 8, Page 249,305.

THIS PAGE DOES NOT OFFER ACCOMMODATION SERVICES, BUT WILL REDIRECT YOU TO AN AUTHORIZED INTERMEDIARY.

WHEN YOU BOOK A ROOM VIA AN INTERMEDIARY, IT IS IMPORTANT TO INDICATE THAT YOU ARE ACCEPTING ITS OWN TERMS AND CONDITIONS, WHICH ARE FOUND ON THE WEBSITE ITSELF. The contracting of tourist services in relation to each of the hotels featured on this Site shall, however, be undertaken with each of the companies responsible for the hotels of the ROOM MATE chain (see list here), unless directly contracting a specific service offered in its own name.

### **1.1.- Acceptance of the Terms of Use**

When, as a user, you access, browse and use our Website and/or use our Services, you accept that you have read, understood, and agree with the terms and conditions specified below (including those relating to privacy). Hereinafter, the "Terms of Use" or the "Agreement".

### **1.2.- Modification of the Terms of Use**

The Company may change, modify, add, or remove parts of these General Terms of Use at any time, and such modifications shall be effective at least three (3) days after their initial publication via this Site. In this case, we will publish the changes to the Terms of Use on the Site and we will indicate in the upper corner thereof the date when the new version of the Terms comes into effect. By continuing to use the Site once these changes have been introduced, you are accepting the new Terms of Use. If you do not accept these or future Terms of Use, do not use (or continue to use) the Site and do not access (or continue to access) it. You are responsible for regularly visiting the Site to determine whether or not these Terms of Use have been modified.

For the purposes of this Agreement, all content, products, and services provided to the public via this Site, as well as access to the Site itself, shall be known jointly as the "Service" or "Services". Bear in mind that the Services offered by this Website may also be regulated by Specific Terms of Use which, in the event of a dispute, shall prevail over the General Terms of Use. Accordingly, each time you use the relevant content or Service, you will also be accepting the applicable Specific Terms of Use.

**PURSUANT TO THE ABOVE, PLEASE READ THESE TERMS OF USE CAREFULLY, SINCE THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, THE MEANS TO EXERCISE THEM, AND YOUR OBLIGATIONS. THESE TERMS OF USE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS WELL AS A CLAUSE ON DISPUTE RESOLUTION THAT REGULATES THE MANNER IN WHICH ANY CONTROVERSY SHALL BE RESOLVED.**

### **1.3.- Requirements: minors**

**PERSONS AGED UNDER EIGHTEEN YEARS OLD MAY NOT REGISTER ON THE SYSTEM OR ACCESS THE SERVICE.**

This Site is aimed solely at users aged over eighteen (18) years. Registration on this Site, its use, or access thereto by persons under the age of eighteen (18) is not allowed unless through their legal representatives and is an infringement of these Terms of Use. By using the Service or Site, you represent and warrant that you are aged over eighteen (18) years and you accept and undertake to comply with all the terms and conditions of this Agreement.

As a result, and although anyone may consult the home page of this Site and these Terms of Use, only those users who satisfy the above requirement may access the Service.

### **1.4.- Interpretation of the Terms of Use**

These Terms of Use constitute a complete agreement between you and the Company in relation to the use of the Site or Service, and replace all previous agreements between you and the Company in relation to your use of the Site or the Service. Omission by the Company in exercising any right or ensuring compliance with any right or provision contained herein shall not imply the waiver of said right or provision

in that specific case or in any other. If any provision of this Agreement is declared invalid, the rest of this Agreement shall remain valid in all its aspects. If any provision of these Terms of Use is declared illegal, void, or unenforceable for any reason, that provision shall be excluded from these Terms of Use without affecting the validity and applicability of the remaining provisions.

This Site is available in Spanish, English, French, German, Italian, Dutch, and Turkish, but the prevailing language is Spanish. These General Terms of Use are also available in Spanish. In the event of conflicting interpretations, the Terms of Use in Spanish shall prevail.

## **2.- PURPOSE: WEBSITE CONTENT AND SERVICES**

### **2.1.- What the Website is**

The Site is a website offering content regarding our hotels, services, and promotions. The website is compatible with any web browser.

### **2.2.- Services offered**

Via this Site, the Company offers content related to the various hotels of our Company, Room Mate, in Spain and other countries in the world, our promotions, and how to contract our services. THIS PAGE DOES NOT OFFER ACCOMMODATION SERVICES, BUT WILL REDIRECT YOU TO AN AUTHORIZED INTERMEDIARY. This Site also offers a Newsletter service, whereby users may receive the latest news and promotions for Room Mate hotels.

## **3.- CONTRACTING**

This Site does not offer accommodation booking services, but redirects you to an authorized intermediary.

Via this Site, you may access our Newsletter, Promotions, and Offers for Room Mate hotels. The process of registering on the Site and accepting these Terms of Use begins with the user's registration on accessing the "News" section and, for the offers and promotions, the Terms of Use and their acceptance specifically apply to each offer.

### **3.2.- Promotions**

You may take part in Promotions and Offers made available to you via this Website. The Terms of Use for each offer or promotion shall be specified in each case.

It may be that, in order to participate in our promotions, you must do so via your account on Facebook or Twitter, in which case you may register without needing to enter a username and password, allowing Facebook or Twitter to share your user information with us. However, Facebook and Twitter may ask for your user authentication data.

To register, once on the Site via the applicable Facebook or Twitter button you will see on the Site itself, a link to accept these Terms of Use and the Privacy and Cookie Policy will appear on your screen, and you will be able to take part in our Promotions and use the Site's Services directly.

### **3.2.- Newsletters**

To request information about our promotions and to receive notifications about our services, you must access by clicking on the "Newsletter" button, and you must fill out the user registration form.

Once you have clicked this option the system will take you to a form with fields to be filled out with your personal data (name, e-mail address, country). Once you have filled out all the data, click on "Send". The registration system will show you your data for user verification or modification, where necessary, indicating any fields that require correction in red and marked with an asterisk. Once you have verified your

data or, where necessary, corrected it, click on "Send" and you will automatically be registered.

REMEMBER THAT YOU MUST READ AND ACCEPT THE TERMS OF USE AND PRIVACY AND COOKIE POLICY, THE LINKS OF WHICH APPEAR ON THE REGISTRATION PAGE, BEFORE CONFIRMING YOUR REGISTRATION ON THE SITE.

Furthermore, once you have completed the above registration process, the system will send you a message within 24 hours to the e-mail address you provided in the registration form, confirming your registration and containing a URL from which you may download and/or print these Terms of Use.

If, once registered, you wish to correct or modify any of the fields you have entered in your user profile, you must contact us at this e-mail address: [privacy@room-matehotels.com](mailto:privacy@room-matehotels.com)

#### **4.- THE PARTIES' OBLIGATIONS**

##### **4.1.- Good faith**

Generally, both parties undertake to comply with these General Terms of Use, and to comply with any special notices or instructions for use contained herein, and to always conduct themselves in accordance with the law, good customs, and the principles of good faith, employing proper diligence in line with the service in question, and refraining from using the Service in any manner that might prevent, damage, or deteriorate its normal operation, or harm the goods or the rights of the Company, its suppliers, the rest of users, and in general, any third party.

##### **4.2.- The Company's obligations**

The Company shall do its utmost to ensure that access to the Website is uninterrupted and transmission free of errors. However, due to the nature of the Internet, we cannot fully guarantee this. Furthermore, sometimes access to the Website may be suspended or temporarily restricted in order to conduct repairs or maintenance, or for the implementation of new tools or services. As far as possible, we shall strive to minimize the frequency and duration of any disruptions and restrictions of access.

##### **4.3.- Users' obligations**

Being a user of this Site implies not only accessing certain services, but also using the Site in line with the same standards of courtesy and etiquette that you would apply in your real life.

Users are strictly forbidden from using the content of any of the Services offered to conduct any activity that might be considered to be illegal, immoral, or contrary to public order. These forbidden activities include, but are not limited to, sending offensive, libelous, or threatening communications; illegal access to third-party computer systems (hacking); the spreading of Trojans, computer viruses, or software aimed at causing damage (cracking) or mining data from computer systems. You will also undertake the following obligations:

- To use the Site diligently and properly.
- Not to use the Site: (a) To perform unlawful or immoral activities, or activities contrary to generally accepted customs or established public order, and (b) for illicit purposes or effects, that are banned or jeopardize the rights and interests of third parties, with the Company declining any responsibility deriving from all of the above.
- To refrain from using the content and services in any way that might damage, disable, overload, or deteriorate the Site or prevent normal use or enjoyment of the Site and the services by users.
- To refrain from altering or manipulating references to "copyright" and other data identifying intellectual or industrial property rights belonging to the

Company or the owners of the content featured on the portal, as well as technical protection devices, digital footprints, or any other instruments designed to protect content.

- Not to falsify your identity by pretending to be another person, such as, for example, pretending to be a non-existent person.
- Our services are solely for personal and non-commercial use. Accordingly, it is forbidden to resell, deep link, use, copy, monitor (for example, spiders, scrapers), show, download, or reproduce the content, information, software, products, or services available on our website for any commercial or competitive activity.
- If you register in order to receive news about our services or promotions, or to work with us, you undertake to provide true information and to keep it updated.
- Not to send any unsolicited messages or unauthorized messages to multiple persons.

## **5.- INTELLECTUAL PROPERTY WITH REGARD TO CONTENT, THE WEBSITE, AND CONTENT CREATED BY USERS**

### **5.1.- Reservation of rights and limits on the posting of links**

All the Site content and all the content available through the Service, including designs, text, graphics, images, video, information, applications, software, and other files, as well as their selection and layout (the "Content of the Site"), are the exclusive property of the "Company" or the licensor, with all rights reserved. No part of the Content of the Site may be modified, copied, distributed, framed, reproduced, republished, downloaded, shown, published, transmitted, or sold in any way or through any means, either totally or partially, without the prior written consent of the Company, in the understanding, however, that the above provision shall not apply to your own user Content (as defined below) which you legally publish on the Site.

You may not upload or republish Content from the Site on any Internet, Intranet, or Extranet site or add the information to any other database or compilation; any other use of the Content of the site is strictly forbidden.

The use of the Site or the Content of the Site other than specifically authorized in these Terms of Use, without the prior written consent of the Company, is strictly forbidden and shall imply revocation of the license granted pursuant to this Agreement. Unauthorized use may also constitute an infringement of the applicable legislation, including legislation concerning brands and author's rights, and the applicable rules and regulations concerning communications. Unless expressly otherwise indicated in this Agreement, none of the provisions herein should be interpreted as granting a license on intellectual property rights, either by legal impediment, implicitly, or in any other way. This license may be revoked at any time and without prior notice, with or without cause.

## **6.- DURATION**

### **6.1.- Duration of the Terms of Use and duration of each service contracted**

The duration of the legal relationship resulting from access and use of the Site, as well as of the Content and Services contained therein, is indefinite. Notwithstanding the above, said relationship shall be considered to be immediately ended when the Site publishes new General Terms. Access to and use of the Website shall imply full adherence to and acceptance of the new terms and, consequently, the start of a new legal relationship.

### **6.2.- Removal from the system**

You may ask to be removed from the system whenever you like.

To do so, send an e-mail to the following address: [privacy@room-matehotels.com](mailto:privacy@room-matehotels.com); identifying yourself as a user and indicating "Removal from the system (Baja del Sistema)" in the subject field.

We will immediately contact you to process the removal of your account from the System.

## **7.- RESPONSIBILITY: LIMITATIONS**

Whoever uses this Site does so at his own risk. The Company does not accept responsibility for errors or omissions in the content of the Website or any other content users might access via the Website. Neither may the Company be considered responsible for any damage resulting from the use of the Site, or for any actions performed on the basis of information contained therein.

AS FAR AS LEGALLY POSSIBLE, YOU AGREE TO EXONERATE THE COMPANY, ITS ASSOCIATES AND SUBSIDIARIES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, CONTRACTORS, SHAREHOLDERS, AND EMPLOYEES FROM ALL RESPONSIBILITY, IN THE EVENT OF ANY LOSS, LIABILITY, COMPLAINTS, CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, DERIVING FROM ANY CONTENT OF ANY TYPE OF APPLICATIONS, SOFTWARE OR THIRD-PARTY CONTENT, YOUR USE OF THE SERVICE OR THE SITE, YOUR CONDUCT IN RELATION TO THE SERVICE OR THE SITE, OR ANY BREACH OF THIS AGREEMENT, OF ANY LAWS OR RIGHTS OF THIRD PARTIES.

Consequently, as far as legally possible, we (and our management, directors, employees, representatives, associates, and suppliers or third parties connected to us) shall not be responsible for (a) the damage, financial losses, or viruses that might infect the terminal, software, data, or other property as a result of access to our website, or from downloading content therefrom, (b) any injury, destruction, loss, complaint, force majeure cause, accident, delay, or any direct, special, exemplary, punitive, indirect, fortuitous, or significant damage (including, without limitation, loss of profits or savings) deriving from a contract, negligence, objective responsibility or, conversely, arising from or in some way connected to: (i) the use of our Website or the content thereof; (ii) any failure, delay (including the impossibility of using any component of our Website to access purchases); (iii) our performance or inactivity or that of a supplier, even when we are notified that said damage will take place. The Company shall not be responsible for any financial loss or damages incurred by you as a result of your access to our Website, downloading content from our Website not covered by the previous paragraph, except when the damage is directly caused by negligence on the part of the Company, in which case liability shall be confined to covering the damage directly caused in compliance with Spanish consumer legislation.

Nothing in these Terms of Use excludes or limits (i) the responsibility of either party for death or injuries caused by fault or negligence or which might constitute fraud; or (ii) your rights as a consumer.

## **8.- MISCELLANEOUS**

### **8.1.- Privacy and Cookie Policy**

We are concerned about the privacy of our users. PLEASE CONSULT THE PRIVACY AND COOKIE POLICY of the Website (available here [\[REDACTED\]](#)). By using this Site or Service, you accept that your data may be transferred to companies in the same group as the Company, and processed by third parties. FURTHERMORE, BY USING THE SERVICE, YOU ACCEPT THAT SOME OF THE DATA PROVIDED, WHEN SO IMPLIED BY THE NATURE OF THE RELEVANT SERVICE, SHALL BE MADE AVAILABLE TO OTHER USERS OR THE GENERAL PUBLIC.

YOU RECOGNIZE AND ACCEPT THAT ANY QUESTION, COMMENT, SUGGESTION, IDEA, FEEDBACK, OR OTHER INFORMATION CONCERNING THE SITE OR THE

SERVICE (THE "INFORMATION SUBMITTED"), WHICH YOU SEND TO THE COMPANY SHALL NOT BE CONFIDENTIAL AND MAY BE USED BY THE COMPANY IN THE TERMS SET FORTH IN SECTION FIVE. The Company shall have exclusive rights, including all intellectual property rights, and may divulge and use without restrictions the aforementioned information submitted for any purpose, whether commercial or of any other kind, with no need to obtain your acceptance or offer you compensation; with the sole exception of removal from certain content and/or your data in accordance with the provisions of sections Four and Five of these Terms.

We also use cookies in order to enhance your browsing experience and to enable our systems to recognize your device and provide you with our best services. To obtain more information on cookies and how we use them, please CONSULT THE PRIVACY AND COOKIE POLICY of the Website (accessible through the following link [REDACTED]). In any event, users have the option to configure their browser so as to prevent cookie files from being created or to warn them when this happens.

### **8.2.- Customer services.**

For any communications you are obliged to maintain with the Company in accordance with the above Terms or that you wish to conduct, you may (i) send an e-mail to [privacy@room-matehotels.com](mailto:privacy@room-matehotels.com), or (ii) contact the Customer Services Department, by sending a letter addressed to the "Customer Services Department" at the address indicated in section one above.

### **8.3.- Applicable legislation**

By visiting or using the Site or the Service, you accept that the legislation of the Kingdom of Spain, regardless of the principles of conflicting legislation, shall regulate these Terms of Use and any dispute arising between you and the Company or with any of our affiliates.