



LEGAL STATEMENT & PRIVACY POLICY

This website belongs to BEDS ON LINE, S.L.U. (hereinafter BEDSONLINE), a legally-constituted Spanish company, wholesale travel agency, based in Palma de Mallorca 07007 (Spain), Complejo Mirall Balear - Torre A, 5ª. Planta, 3A - 4A, Camí de Son Fangos, 100, with licence number BAL 449 M/D, tax identification code B-28931681, and registered in the Mercantile Register of Mallorca (page PM-37642, volume 1825, folio 157).

The BEDSONLINE product, shall be sold exclusively to retail travel agencies (hereinafter referred as "AGENCY") and by visiting, using or ordering from the website www.bedsonline.com, the AGENCY expressly consents and agrees to be bound by BEDSONLINE Terms and Conditions, legal statement and privacy policy, and to follow all applicable laws and regulations governing this website and reservation transacted via www.bedsonline.com.

BEDSONLINE shall be able to offer accommodation services, transfer, excursion, ticket and other destination services, subject to established contract conditions and general conditions stated on the web and according to prices and cancellation conditions displayed when making each reservation, depending on prevailing conditions, availability and other factors. The website will inform you about the procedure for making reservations.

This legal statement and privacy policy are an integral part of our website, which cannot be separated from the general contracting conditions, operations or reservations.

The use of our website indicates complete acceptance, without exclusion, of the conditions contained in these clauses and it is a prove of express consent to contract the service booked..

The AGENCY may only use the website to make legitimate enquiries or bookings for yourself or another person for whom you are legally authorised to act.

The AGENCY shall not:

- post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or otherwise illegal, or may cause an infringement of the rights of any other;
- make any other unauthorised, false or fraudulent booking;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- deface, alter or interfere with the appearance and layout of this website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;

Without prejudice to any of BEDSONLINE other rights, BEDSONLINE reserves the right to deny the access to this website and/or cancel the bookings wherever and whenever BEDSONLINE believes (in BEDSONLINE absolute discretion) that you are in breach of any of the BEDSONLINE Terms and Conditions and Privacy policy.

PERSONAL INFORMATION AND DATA PROTECTION

Beyond the strict observation and compliance of the requirements set forth by the Organic Law 15/1999, of 13 December on the Protection of Personal Data; transposed from the European Directive 95/46, and

completed by European Directive 2002/58, and/or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by its initials PDPR –personal data protection regulation-); BEDSONLINE has the compromise to protect the personal data and to manage properly that personal data as important duty for BEDSONLINE.

During the application and registration as a AGENCY in BEDSONLINE, The AGENCY may disclose company data and personal data regarding the Users who shall be contracting on behalf of the AGENCY through BEDSONLINE website and responsible of the management and administration of the access codes.

- Any company or personal data regarding the User or final consumer shall be understood as obtained, treated and transmitted with strict observation and compliance of the requirements set forth by PDPR, and only for the purpose of completing AGENCY reservation and for the purposes of associated administration.
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- Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested services.

CONFIDENTIAL INFORMATION

Confidential information shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other support that is already in use or that could be invented in the future, which each party notifies or provides to the other or that the latter may have access to with or without the knowledge and/or express consent of the other party.

Therefore, confidential information shall be deemed as the following and will include, but not be limited to: any data bases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies, departments and headquarters, computer programs, copies, Jlc, routines, sources, functional and organisational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to BEDSONLINE or available in its website that the AGENCY may have access to, telephone numbers, fax numbers, email addresses, addresses of residences, signatures, ID or passport copies, credit card details, personal preferences, disabilities, or any special dietary or religious requirements or any other information related to the CLIENT and the accommodation establishment or service supplier may need to access to only for the purpose of completing the reservation and for the purposes of associated administration.

Under no circumstances may the following be considered as confidential information:

- Any information that is contained in public bibliography or that may become public knowledge, unless it becomes public knowledge due to a breach of the agreement by one of the parties.
- Any information or know-how provided by third parties.
- When disclosure is required by law.
- Disclosure of any information at the request of Courts or Tribunals
- Information referring to economic data or any other kind that must be submitted to the State, local or autonomous authorities due to tax or labour requirements and administrative contracts.

NON-DISCLOSURE

Total or partial disclosure of any of the confidential information to which the AGENCY may have access to third party individuals or companies by means of contracting and performance of its services shall be expressly prohibited.

The AGENCY guarantees that its employees, customers, suppliers, sub-contractors and any other parties related to the agreements between BEDSONLINE and the AGENCY fulfil the confidentiality commitments contained in this document. The required measures must be adopted for such purpose and the AGENCY shall be responsible for any claim or damages caused by the non-fulfilment of this obligation.

The AGENCY undertakes to fulfil these confidentiality commitments from the date this agreement is signed and to continue to do so whether the relationship between the parties is in force or not.

ACCESS TO PERSONAL DATA

If BEDSONLINE needs to access to personal data which are strictly necessary to provide the services requested by the CLIENT, BEDSONLINE and the AGENCY shall ensure this is legally possible pursuant to the PDPR.

Any personal data which, in the use of this system, the AGENCY may disclose to BEDSONLINE shall be understood as obtained, treated and transmitted with strict observation and compliance of the requirements set forth by PDPR.

BEDSONLINE and the AGENCY state and guarantee that they have installed the technical and operation security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling and/or unauthorised access thereto, bearing in mind the status of technology, the nature of stored data and risks to which it is exposed.

If the AGENCY wishes to exercise rights of access, rectification, cancellation or opposition granted by the PDPR, he/she may address admin@bedsonline.com or send a signed letter and indicating the performance that is requested regarding personal data and a copy of the Identification Card or passport to:

Coordinator PDPR Bedsonline
Complejo Mirall Balear,
Camí de Son Fangos,
100 - Torre A,
5^a. Planta,
07007 Palma de Mallorca,
Spain

The AGENCY hereby gives express consent to allow the incorporation of any data provided to the files of existing personal data in Beds on Line, S.L.U. and to the treatment of such for the purpose of management, administration, mediation and contracting of the services offered by BEDSONLINE, the management of the reservations and the collection of products and services through BEDSONLINE, call centres; the management of incidences; statistics; commercial publicity and other promotions by means of electronic mail, SMS, MMS or any other similar mean, and the subscription to news bulletins.

The Person in charge of these files is: Beds on Line, S.L.U. with social address in Palma de Mallorca 07007 (Spain), Complejo Mirall Balear - Torre A, 5^a. Planta, 3A - 4A, Camí de Son Fangos, 100.

BEDSONLINE and the AGENCY specifically undertake the following in the event that they have access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee the security thereof, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.
- To only use or apply the data to perform the agreed services and to achieve the agreed purposes.

- Not to notify such data to other parties, not even for the purpose of safekeeping, nor any similar texts, assessments or processes mentioned above, nor to copy or reproduce part or all of the information, results or lists thereof.
- To ensure that the data is only handled by employees who need it to perform the services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation.
- Once the services have been provided, they undertake to destroy such data or return it thereto, along with any supports or documents containing such information and they must not retain any copy whatsoever thereof.

BEDSONLINE may disclose final consumer's (hereinafter CLIENT) information to third parties only for the purpose of completing CLIENT's reservation and for the purposes of associated administration. Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested services.

The AGENCY hereby authorizes BEDSONLINE to use information provided to contact the AGENCY with details of other products and services offered by other companies belonging to BEDSONLINE's group, TUI Travel PLC.

Where your stay is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in PDPR. BEDSONLINE will not however, pass any information on to any person not directly responsible for travel arrangements.

OWNERSHIP AND OTHER RIGHTS

OWNERSHIP

The AGENCY acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all copyrights, patents, trademarks, service marks and trade secrets) in BEDSONLINE website (including without limitation its terms and conditions, rules, policies and operating procedures, and BEDSONLINE Confidential Information -as defined above-), received or acceded are the exclusive property of BEDSONLINE or its suppliers.

The AGENCY acknowledges and agree that, except hereby stated, AGENCY will not acquire any right or interest in the information or data acceded and that BEDSONLINE shall remain the sole owner of the information or data including, but not limited to all patent, copyright, trademark, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world.

All trade marks, copyright, database rights and other intellectual property rights in the materials on this website (as well as the organisation and layout of this website) together with the underlying software code are owned by BEDSONLINE or its suppliers. The AGENCY may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or the underlying software code whether in whole or in part without BEDSONLINE prior written permission.

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The AGENCY hereby commits to not copy, reproduce, modify, transmit, sell, lease, market nor disclose to third parties the contents (and/or any of its elements) provided/displayed by BEDSONLINE.

The AGENCY shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements.

The AGENCY acknowledges and agrees that the sole disclosure of or access to the information or data available in this website does not constitute an offer by BEDSONLINE for the sale, license or other transfer of such elements.

CONTENTS DISCLAIMER

The information on this site is posted in good faith but BEDSONLINE cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on this site. The information on the hotels and other services provided by BEDSONLINE is accurate as possible given that the data is provided by the service supplier; BEDSONLINE is not liable for any inaccuracies in the information if shown to be different from that provided by the service supplier.

Links on BEDSONLINE website to third party websites may exist for information purposes only. Such sites are independent from BEDSONLINE, which is not responsible for and does not endorse the material contained therein.

In no event shall BEDSONLINE be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of this website or any information contained in it or the inability to access to, including loss of profit and the like.

Accommodation establishments and other suppliers of services on this site are independent businesses and are not agents or employees of BEDSONLINE or its affiliates. Therefore BEDSONLINE and its affiliates are not liable for any acts, omissions, breaches or negligence of any such suppliers or any damages or expenses resulting from the aforesaid. BEDSONLINE and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

To the maximum extent permitted by law, BEDSONLINE disclaims all implied warranties with regard to the information, services and materials contained on this website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

COOKIES

Access to BEDSONLINE may involve the use of cookies, although the website can run without the use of cookies. Cookies are small files of information stored on the browser of each user so that the server can recognize certain information that only the server can read. Cookies last for a limited time. No cookies can permit any telephone, email or other identification details to be revealed. Cookies cannot extract any information from the user's hard drive or steal personal information. The only way that a user's private information can form part of a cookie file is if the user personally give this information to the server.

Although cookies help us to optimise your booking process, users who do not wish to receive cookies or wish to be informed of their presence, can configure their browser to that effect.

BEDSONLINE uses third-party advertising technology to serve ads when you visit our website and sites upon which we advertise. This technology uses information about your visits to this website and the sites upon which we advertise, (not including your name, address, or other personal information), to serve our ads to you. In the course of serving our advertisements to you, a unique third-party cookie may be placed or recognized on your browser. In addition, BEDSONLINE uses web beacons, provided by our ad serving partner, to help manage our online advertising. These web beacons enable our ad server to recognize a browser's cookie when a browser visits this site and to learn which banner ads bring users to our website. The information we collect and share through this technology is not personally identifiable.

To learn more about our third party ad serving partner, cookies, and how to opt-out, please click here <http://www.doubleclick.net/us/corporate/privacy>.

NEWSLETTERS

BEDSONLINE does not automatically subscribe users to our newsletter. In order to receive this you have the choice to subscribe and be informed by email of news and hotel offers. If you would like to unsubscribe to our newsletter at any time, you can advise us on the unsubscribe option of our website.

LINKS

Links on BEDSONLINE to third party websites may exist for information purposes only. Such sites are independent from BEDSONLINE, which is not responsible for and does not endorse the material contained therein.

In no event shall BEDSONLINE (and/or affiliates) be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of this website or any information contained in it or the inability to access to, including loss of profit and the like.

INFORMATION POSTED IN THE WEBSITE

The information on the hotels and other services provided by BEDSONLINE is accurate as possible given that the data is provided by the service supplier; BEDSONLINE is not liable for any inaccuracies in the information if shown to be different from that provided by the service supplier.