

LEGAL NOTICE AND GENERAL CONDITIONS OF USE OF THE WEBSITE

puravidamallorca.com

I. GENERAL INFORMATION

In compliance with the obligation to provide information as stipulated in Law 34/2002 on Information Society Services and Electronic Commerce (LSSI-CE) of 11 July, the following general information on this website is provided below:

The ownership of this website, puravidamallorca.com, (hereinafter Website) is held by: PURA VIDA MALLORCA MOMENTS SL, with NIF: B16616245 and registered in: Mercantile Register of Mallorca with the following registration details: Volume 2804, Folio 15, Page PM-86227, whose representative is: Hector Ignacio Niembro Alvarez, and whose contact details are:

Address:

Av. Marina 18

07400, Alcudia

Balearic Islands

Contact telephone: 692199436

Contact email: info@puravidamallorca.com

II. GENERAL TERMS AND CONDITIONS OF USE

The subject matter of the terms and conditions: The Website

The purpose of these General Conditions of Use (hereinafter, Conditions) is to regulate access to and use of the Website. For the purposes of these Terms and Conditions, the Website shall be understood to mean: the external appearance of the screen interfaces, both static and dynamic, i.e. the navigation tree; and all the elements integrated both in the screen interfaces and in the navigation tree (hereinafter, Content) and all those online services or resources that may be offered to Users (hereinafter, Services).

Pura Vida Mallorca reserves the right to modify, at any time and without prior notice, the presentation and configuration of the Web Site and the Contents and Services that may be incorporated in it. The User recognises and accepts that

at any time Pura Vida Mallorca can interrupt, deactivate and/or cancel any of these elements that are integrated in the Web Site or the access to them.

Access to the Website by the User is free and, as a general rule, is free of charge, without the User having to provide any consideration in order to enjoy it, except for the cost of connection through the telecommunications network supplied by the access provider contracted by the User.

The use of any of the Contents or Services of the Website may be made by prior subscription or registration of the User.

The User

Access, browsing and use of the Website, as well as the spaces enabled for interaction between Users, and the User and Pura Vida Mallorca, such as comments and/or blogging spaces, confers the condition of User, and therefore the User accepts, from the moment he/she starts browsing the Website, all the Conditions established herein, as well as their subsequent modifications, without prejudice to the application of the corresponding legal regulations of obligatory compliance as the case may be. Given the relevance of the above, the User is recommended to read them every time he/she visits the Website.

The Pura Vida Mallorca Web Site provides a wide range of information, services and data. The User assumes responsibility for the correct use of the Web Site. This responsibility will extend to:

- A use of the information, Contents and/or Services and data offered by Pura Vida Mallorca without being contrary to the provisions of the present Conditions, the Law, morality or public order, or that in any other way could imply damage to the rights of third parties or the functioning of the Web Site.
- The veracity and legality of the information provided by the User in the forms extended by Pura Vida Mallorca for access to certain Contents or Services offered by the Web Site. In any case, the User will immediately notify Pura Vida Mallorca of any fact that allows the improper use of the information registered in these forms, such as, but not only, the theft, loss, or unauthorised access to identifiers and/or passwords, in order to proceed to their immediate cancellation.

Pura Vida Mallorca reserves the right to remove all those comments and contributions that violate the law, the respect for the dignity of the person, that are

discriminatory, xenophobic, racist, pornographic, spamming, that threaten youth or childhood, public order or security or that, in their opinion, are not appropriate for publication.

In any case, Pura Vida Mallorca will not be responsible for the opinions expressed by Users through comments or other blogging or participation tools that may exist.

Mere access to this Web Site does not imply any type of commercial relationship between Pura Vida Mallorca and the User.

The User declares to be of legal age and to have sufficient legal capacity to be bound by the present Conditions. Therefore, this Pura Vida Mallorca Web Site is not directed at minors. Pura Vida Mallorca declines any responsibility for the non-fulfilment of this requirement.

III. ACCESS AND NAVIGATION ON THE WEBSITE: EXCLUSION OF WARRANTIES AND LIABILITY

Pura Vida Mallorca does not guarantee the continuity, availability and usefulness of the Web Site, nor of the Contents or Services. Pura Vida Mallorca will do everything possible for the good functioning of the Web Site, however, it is not responsible nor does it guarantee that access to this Web Site will not be uninterrupted or that it is free of error.

Neither is it responsible for or guarantees that the content or software that can be accessed through this Web Site is free of error or causes damage to the User's computer system (software and hardware). Under no circumstances will Pura Vida Mallorca be responsible for any loss, damage or harm of any kind arising from access, navigation and use of the Web Site, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses.

Pura Vida Mallorca is also not responsible for the damages that could be caused to the users by an inadequate use of this Web Site. In particular, it will not be held responsible in any way for any breakdowns, interruptions, faults or defects in telecommunications that may occur.

IV. PRIVACY AND DATA PROTECTION POLICY

Respecting the provisions of current legislation, Pura Vida Mallorca undertakes to adopt the necessary technical and organisational measures, in accordance with the

level of security appropriate to the risk of the data collected.

Laws incorporated in this privacy policy

This privacy policy is adapted to current Spanish and European legislation on the protection of personal data on the Internet. Specifically, it respects the following rules:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).
- Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights (LOPD-GDD).
- Royal Decree 1720/2007, of 21 December, approving the Regulation implementing Organic Law 15/1999, of 13 December, on the Protection of Personal Data (RDLOPD).
- Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSI-CE).

Identity of the controller processing the personal data

The party responsible for the processing of the personal data collected in Pura Vida Mallorca is: PURA VIDA MALLORCA MOMENTS SL, holder of Tax Identification Number: B16616245 and registered in: Mercantile Register of Mallorca with the following registry data: Volume 2804, Folio 15, Page PM-86227, whose representative is: Hector Ignacio Niembro Alvarez (hereinafter also Data Controller). His contact details are as follows:

Address:

Av. Marina 18

07400, Alcudia

Balearic Islands

Contact telephone: 692199436

Contact email: info@puravidamallorca.com

Register of Personal Data

In compliance with the provisions of the RGPD and the LOPD-GDD, we inform you that the personal data collected by Pura Vida Mallorca through the forms provided on its pages will be incorporated and processed in our files in order to facilitate, expedite and fulfil the commitments established between Pura Vida Mallorca and the User or to maintain the relationship established in the forms filled in by the User, or to respond to a request or query from the User. Likewise, in accordance with the provisions of the RGPD and the

LOPD-GDD, unless the exception provided for in Article 30.5 of the GDPR applies, a register of processing activities is kept which specifies, according to its purposes, the processing activities carried out and the other circumstances established in the GDPR.

Principles applicable to the processing of personal data

The processing of the User's personal data shall be subject to the following principles set out in Article 5 of the GDPR:

- Principle of lawfulness, fairness and transparency: the consent of the User shall be required at all times after full and transparent information on the purposes for which the personal data are collected.
- Purpose limitation principle: personal data will be collected for specified, explicit and legitimate purposes.
- Principle of data minimisation: the personal data collected will be only those strictly necessary in relation to the purposes for which they are processed.
- Principle of accuracy: personal data must be accurate and always up to date.
- Principle of limitation of the storage period: personal data will only be kept in a form that allows the identification of the User for the time necessary for the purposes of their processing.
- Principle of integrity and confidentiality: personal data shall be processed in a manner that ensures their security and confidentiality.
- Proactive accountability principle: the Controller shall be responsible for ensuring that the above principles are complied with.

Categories of personal data

The categories of data processed by Pura Vida Mallorca are solely identification data. Under no circumstances are special categories of personal data processed within the meaning of article 9 of the RGPD.

Legal basis for the processing of personal data

The legal basis for the processing of personal data is consent. Pura Vida Mallorca undertakes to obtain the express and verifiable consent of the User for the processing of their personal data for one or more specific purposes.

The User shall have the right to withdraw consent at any time. It shall be as easy to withdraw consent as it is to give it. As a general rule, withdrawal of consent shall not condition the use of the Website.

On those occasions when the User must or may provide his/her data through forms to make enquiries, request information or for reasons related to the content of the Website, he/she will be informed in the event that the completion of any of them is compulsory due to the fact that they are essential for the correct development of the operation carried out.

Purposes of the processing for which the personal data are used

The personal data is collected and managed by Pura Vida Mallorca in order to facilitate, speed up and fulfil the commitments established between the Web Site and the User or to maintain the relationship established in the forms that the latter fills in or to attend to a request or query.

Likewise, the data may be used for commercial, personalisation, operational and statistical purposes, and for activities related to the corporate purpose of Pura Vida Mallorca, as well as for the extraction and storage of data and marketing studies to adapt the Content offered to the User, as well as to improve the quality, operation and browsing of the Website.

At the time the personal data is collected, the User will be informed about the specific purpose(s) of the processing for which the personal data will be used, i.e. the use(s) to which the collected information will be put.

Retention periods for personal data

Personal data will only be retained for the minimum time necessary for the purposes of their processing and, in any case, only for the following period: 5 years, or until the User requests their deletion.

At the time personal data is obtained, the User will be informed of the period for which the personal data will be retained or, where this is not possible, the criteria used to determine this period.

Recipients of personal data

The User's personal data will be shared with the following recipients or categories of recipients:

- Google Ireland Limited - Gordon House, Barrow Street, Dublin 4. Ireland
- WIX.com LTD - Yunitsman 5. Tel Aviv. Israel

In the event that the Controller intends to transfer personal data to a third country or international organisation, at the time the personal data are obtained, the User shall be informed about the third country or international organisation to which the data are intended to be transferred, as follows

and the existence or absence of an adequacy decision by the Commission.

Personal data of minors

Respecting the provisions of articles 8 of the RGPD and 13 of the RDLOPD, only those over 14 years of age may give their consent for the processing of their personal data in a lawful manner by Pura Vida Mallorca. In the case of a minor under 14 years of age, the consent of the parents or guardians will be necessary for the processing, and this will only be considered lawful to the extent that they have authorised it.

Secrecy and security of personal data

Pura Vida Mallorca undertakes to adopt the necessary technical and organisational measures, according to the level of security appropriate to the risk of the data collected, so as to guarantee the security of personal data and prevent the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or the unauthorised communication of or access to such data.

The Website has an SSL (Secure Socket Layer) certificate, which ensures that personal data is transmitted securely and confidentially, as the transmission of data between the server and the User, and in return, is fully encrypted or encoded.

However, because Pura Vida Mallorca cannot guarantee the impregnability of the Internet or the total absence of hackers or others who fraudulently access personal data, the Data Controller undertakes to notify the User without undue delay when a breach of security of personal data occurs that is likely to pose a high risk to the rights and freedoms of natural persons. In accordance with Article 4 of the GDPR, a breach of security of personal data means any breach of security resulting in the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or the unauthorised disclosure of or access to such data.

Personal data will be treated as confidential by the Data Controller, who undertakes to inform and to ensure by means of a legal or contractual obligation that such confidentiality is respected by its employees, partners, and any other person to whom it makes the information accessible.

Rights arising from the processing of personal data

The User has over Pura Vida Mallorca and may, therefore, exercise against the

Data Controller the following rights recognised in the GDPR:

- *Right of access*: This is the User's right to obtain confirmation as to whether or not Pura Vida Mallorca is processing their personal data and, if so, to obtain information about their specific personal data and the processing that Pura Vida Mallorca has carried out or is carrying out, as well as, among other things, the information available about the origin of said data and the recipients of the communications made or planned for said data.
- *Right of rectification*: This is the User's right to have his/her personal data amended if it proves to be inaccurate or, having regard to the purposes of the processing, incomplete.
- *Right of erasure ("the right to be forgotten")*: This is the right of the User, unless otherwise provided by law, to obtain the erasure of his or her personal data when the personal data are no longer necessary for the purposes for which they were collected or processed; the User has withdrawn his or her consent to the processing and the processing has no other lawful basis; the User objects to the processing and there is no other legitimate reason to continue the processing; the personal data have been processed unlawfully; the personal data must be erased in compliance with a legal obligation; or the personal data have been obtained as a result of a direct offer of information society services to a child under the age of 14. In addition to erasure, the Controller shall, taking into account available technology and the cost of its implementation, take reasonable steps to inform controllers who are processing the personal data of the data subject's request for erasure of any link to those personal data.
- *Right to limitation of processing*: This is the User's right to limit the *processing* of personal data.
processing of his or her personal data. The User has the right to obtain the restriction of the processing when he/she contests the accuracy of his/her personal data; the processing is unlawful; the Controller no longer needs the personal data, but the User needs it to make claims; and when the User has objected to the processing.
- *Right to data portability*: Where processing is carried out by automated means, the User shall have the right to receive from the Controller his or her personal data in a structured, commonly used and machine-readable format and to transmit it to another controller. Where technically feasible, the Controller shall transmit the data directly to such other controller.
- *Right of opposition*: This is the User's right not to have their personal data processed or to cease the processing of such data by Pura Vida Mallorca.
- *Right not to be subject to a decision based solely on automated processing, including profiling*: This is the right of the User not to be subject to an individualised decision based solely on

the existing automated processing of your personal data, including profiling, unless otherwise provided for by law.

Thus, the User may exercise their rights by writing to the Data Controller with the reference "RGPD- puravidamallorca.com", specifying:

- Name, surname(s) of the User and copy of ID card. In cases where representation is permitted, it will also be necessary to identify by the same means the person representing the User, as well as the document accrediting the representation. The photocopy of the DNI may be substituted by any other legally valid means that accredits identity.
- Request with specific reasons for the request or information to be accessed.
- Address for notification purposes. •
Date and signature of the applicant.
- Any document supporting the request you are making.

This application and any accompanying documents may be sent to the following address and/or e-mail address:

Postal address:
Av. Marina 18
07400, Alcudia
Balearic Islands
E-mail: info@puravidamallorca.com

Links to third party websites

The Web Site may include hyperlinks or links that allow access to web pages of third parties other than Pura Vida Mallorca, and which are therefore not operated by Pura Vida Mallorca. The owners of these websites will have their own data protection policies, being themselves, in each case, responsible for their own files and their own privacy practices.

Complaints to the supervisory authority

In the event that the User considers that there is a problem or infringement of the regulations in force in the way in which his/her personal data is being processed, he/she will have the right to effective judicial protection and to lodge a complaint with a supervisory authority, in particular, in the State in which he/she has his/her habitual residence, place of work or place of the alleged infringement. In the case of Spain, the supervisory authority is the Spanish Data Protection Agency (<http://www.agpd.es>).

Acceptance and changes to this privacy policy

It is necessary that the User has read and agrees with the conditions on the protection of personal data contained in this Privacy Policy, as well as that he/she accepts the processing of his/her personal data so that the Data Controller can proceed in the manner, during the periods and for the purposes indicated. The use of the Website implies acceptance of the Privacy Policy of the same.

Pura Vida Mallorca reserves the right to modify its Privacy Policy, according to its own criteria, or motivated by a legislative, jurisprudential or doctrinal change of the Spanish Data Protection Agency. Changes or updates to this Privacy Policy will not be explicitly notified to the User. The User is recommended to consult this page periodically to keep abreast of the latest changes or updates.

This Privacy Policy was updated on 28 May 2024 to adapt it to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD) and to Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights (LOPD).

V. COOKIES POLICY

Access to this Website may involve the use of cookies. Cookies are small amounts of information that are stored in the browser used by each User - in the different devices that may be used to browse - so that the server remembers certain information that will subsequently be read only by the server that implemented it. Cookies make browsing easier, more user-friendly and do not damage the browsing device.

Cookies are automatic procedures for collecting information relating to the preferences determined by the User during their visit to the Website in order to recognise them as a User, and to personalise their experience and use of the Website, and may also, for example, help to identify and resolve errors.

The information collected through cookies may include the date and time of visits to the Website, the pages viewed, the time spent on the Website and the sites visited just before and just after the Website. However, no cookie allows the cookie to contact the User's telephone number or any other means of personal contact. No cookie can extract information from the User's hard drive or steal personal information. The only

The way for the User's private information to be part of the Cookie file is for the User to personally give that information to the server.

Cookies that allow a person to be identified are considered personal data. Therefore, the aforementioned Privacy Policy shall apply to them. In this regard, the use of cookies requires the consent of the User. This consent will be communicated, on the basis of a genuine choice, offered by means of an affirmative and positive decision, prior to the initial processing, removable and documented.

Own cookies

These are cookies that are sent to the User's computer or device and managed exclusively by Pura Vida Mallorca for the better functioning of the Web Site. The information collected is used to improve the quality of the website and its content and your experience as a user. These cookies make it possible to recognise the User as a recurring visitor to the Website and adapt the content to offer him/her content that is adjusted to his/her preferences.

The entity(ies) responsible for the provision of cookies may transfer this information to third parties, where required by law or where a third party processes this information for these entities.

Social media cookies

Pura Vida Mallorca incorporates social network plugins, which allow access to them from the Website. For this reason, social network cookies may be stored in the User's browser. The owners of these social networks have their own data protection and cookie policies, being themselves, in each case, responsible for their own files and their own privacy practices. The User should refer to them for information about these cookies and, where appropriate, the processing of their personal data. For information purposes only, the links where these privacy and/or cookie policies can be consulted are indicated below:

Facebook: <https://www.facebook.com/policies/cookies/>

Twitter: <https://twitter.com/es/privacy>

Instagram: <https://help.instagram.com/1896641480634370?ref=ig>

Youtube: <https://policies.google.com/privacy?hl=es-419&gl=mx>

Google+: <https://policies.google.com/technologies/cookies?hl=es>

Pinterest: <https://policy.pinterest.com/es/privacy-policy>

LinkedIn: <https://www.linkedin.com/legal/cookie-policy?trk=hp-cookies>

Disabling, rejecting and deleting cookies

The User may disable, reject and delete cookies - in whole or in part - installed on their device by configuring their browser (including, for example, Chrome, Firefox, Safari, Explorer). In this regard, the procedures for rejecting and deleting cookies may differ from one Internet browser to another. Consequently, the User must follow the instructions provided by the Internet browser that he/she is using. In the event that you reject the use of cookies - totally or partially - you may continue to use the Website, although the use of some of its features may be limited.

Changes to the Cookie Policy

It is possible that the Cookies Policy of the Website may change or be updated, therefore it is recommended that the User reviews this policy each time he/she accesses the Website in order to be properly informed about how and for what purpose we use cookies.

VI. LINKS POLICY

We inform you that the Pura Vida Mallorca Web Site places or may place at the disposal of Users means of linking (such as, among others, links, banners, buttons), directories and search engines that allow Users to access web sites belonging to and/or managed by third parties.

The installation of these links, directories and search engines on the Website is intended to make it easier for Users to search for and access information available on the Internet, and may not be considered a suggestion, recommendation or invitation to visit them.

Pura Vida Mallorca does not offer or commercialise on its own behalf or through third parties the products and/or services available on these linked sites.

Nor does it guarantee the technical availability, accuracy, veracity, validity or legality of sites outside its property that can be accessed through the links.

Pura Vida Mallorca does not under any circumstances review or control the content of other websites, nor does it approve, examine or endorse the products and services, content, files and any other material on those websites.

linked.

Pura Vida Mallorca does not assume any responsibility for the damages that could be caused by the access, use, quality or legality of the contents, communications, opinions, products and services of the web sites not managed by Pura Vida Mallorca and which are linked in this Web Site.

The User or third party who makes a hyperlink from a web page of another, different, web site to the Pura Vida Mallorca Web Site must know that:

The reproduction - totally or partially - of any of the Contents and/or Services of the Web Site is not permitted without the express authorisation of Pura Vida Mallorca.

No false, inaccurate or incorrect statement about the Pura Vida Mallorca Web Site, nor about the Contents and/or Services of the same is permitted.

With the exception of the hyperlink, the web site in which the hyperlink is established will not contain any element of this Web Site, protected as intellectual property by the Spanish legal system, except with the express authorisation of Pura Vida Mallorca.

The establishment of the hyperlink does not imply the existence of a relationship between Pura Vida Mallorca and the owner of the website from which it is made, nor the knowledge and acceptance by Pura Vida Mallorca of the contents, services and/or activities offered on said website, and vice versa.

VII. INTELLECTUAL AND INDUSTRIAL PROPERTY

Pura Vida Mallorca, by itself or as an assignee, is the owner of all intellectual and industrial property rights of the Website, as well as of the elements contained therein (including but not limited to images, sound, audio, video, software or texts, trademarks or logos, colour combinations, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc.). They are, therefore, works protected as intellectual property by the Spanish legal system, being applicable to them both the Spanish and Community regulations in this field, as well as the international treaties relating to the matter and signed by Spain.

All rights reserved. Pursuant to the provisions of the Intellectual Property Law, the reproduction, distribution and public communication, including making available, of all or part of the contents of this website for commercial purposes, in any form whatsoever, are expressly prohibited.

support and by any technical means, without the authorisation of Pura Vida Mallorca.

The User undertakes to respect the intellectual and industrial property rights of Pura Vida Mallorca. The User may view the elements of the Web Site or even print them, copy them and store them on the hard disk of his/her computer or any other physical support as long as it is exclusively for his/her personal use. The User, however, may not remove, alter or manipulate any protection device or security system installed in the Web Site.

In the event that the User or a third party considers that any of the Contents of the Web Site suppose a violation of the rights of protection of intellectual property, he/she should immediately inform Pura Vida Mallorca through the contact details in the GENERAL INFORMATION section of this Legal Notice and General Conditions of Use.

VIII. LEGAL ACTIONS, APPLICABLE LAW AND JURISDICTION

Pura Vida Mallorca reserves the right to present the civil or penal actions that it considers necessary for the improper use of the Web Site and Contents, or for the non-fulfilment of the present Conditions.

The relationship between the User and Pura Vida Mallorca will be governed by the regulations in force and applicable in Spanish territory. Should any controversy arise in relation to the interpretation and/or application of these Conditions, the parties will submit their conflicts to the ordinary jurisdiction, submitting themselves to the judges and courts that correspond according to law.

Last updated: 28 May 2024