

Mallorca Portal GmbH

Version: 01.01.2015

Schulthaißstr. 2c, 78462 Konstanz, Germany

Tax No.: DE296498988

Website Terms and Conditions

Mallorca Portal GmbH (“Mallorca Portal”) operates Mallorca.org and several other websites (“website”). The information on the website is provided to assist the visitors (“user/s”) in planning their holidays and visits to destinations such as but not limited to the island of Mallorca. Mallorca Portal allows business owners and managers (“clients”) to register and to post information about their businesses such as hotels, villas, attractions, car rentals, wellness etc. as per product descriptions, features and pricing.

Our aim is to provide helpful information about travel and tourism related topics such as accommodation, attractions, sites, shops, wellness and any other information that helps travelers and visitors to find what they are looking for.

The terms “we”, “us”, “our”, “Mallorca Portal”, and “mallorca.org” refer to Mallorca Portal GmbH. The term “you” refers to users and clients.

We reserve the right at any time, at our sole discretion, to modify the terms and conditions without prior notice. Please make sure to return to these terms from time to time. If you continue to access or use mallorca.org you agree to and accept the updated terms and conditions. We have the right to deny access to anyone to mallorca.org for any reason and at any time.

The entire content on the website, the technology of front end and back end and all creative is proprietary to us.

Using the Website

The use of the website is offered to user and clients conditioned upon the acceptance of all terms and conditions. By using the website you agree to be bound by the Terms and Conditions below. Registering with the website as a user or client leads to the full agreement of all Terms and Conditions. If you do not accept any of the terms and conditions, please do not use mallorca.org as a user or client.

You agree...

- (1) if you register for an account, contribute to our website and become a client, you are at least 18 years of age.
- (2) if you have registered a website account, you will be completely responsible for any use of your account by anyone other than you

Content and Submission

We allow registered users and clients to submit information (“content submission”) by e.g.

- Registering a business within our paid or unpaid listings (“listings”)
- Contributing content in “user generated content areas” such as blogs or reviews
- Discussion Forums
- Contributing content as a writer or journalist on the website

Mallorca Portal has no obligation to monitor or edit any content submissions published or distributed on our online or offline media, but we reserve the right to do so and remove or edit without notice any content at any time and for any reason.

You agree...

- (1) all information supplied by you regarding others, yourself or your business is fully accurate, factual and not misleading
- (2) that your submitted content is not racist, fraudulent, pornographic, abusive, unlawful, defamatory, harassing, threatening, invasive of privacy or publicity rights - in any form
- (3) that your submitted content does not encourage or provide instructions for a criminal offense or violate the rights of anyone – persons, states, governments, companies or other entities of any sort.
- (4) that your submitted content does not infringe any copyright, trademark or patent of any party
- (5) that your submitted content does not include any private and personal information of any third party. Including but limited to addresses, family name, contact details, social security and bank or credit card details
- (6) that your submitted content does not contain unsolicited promotions, political campaigning
- (7) that your submitted content does not contain links to content that violates above mentioned regulations
- (8) that your submitted content may not expose us or our partners, affiliates and subsidiaries, our users and clients to any harm or liability of any type
- (9) to be responsible for creating your own backup of the content submissions
- (10) to grant us (incl. affiliates and affiliates) the nonexclusive, irrevocable and royalty free right to use, reproduce, modify, translate your submitted content (text, data, videos, pictures, reviews etc.)
- (11) to grant us (incl. affiliates and affiliates) the nonexclusive, irrevocable and royalty free right to distribute, display, publish your contributed content throughout the world in any media - digital and non-digital
- (12) and acknowledge that content submissions are non-proprietary and no confidential
- (13) that you can suggest the correction of the content submitted by you or others if you feel content is not correct or misleading. You agree we are however not obliged to follow those suggestions and decide at our discretion
- (14) to be fully responsible for your content submissions and that you submit content at your own risk
- (15) not to claim and to forever waive any entitlement to any and all moral rights of an author in any of the Content;
- (16) to forever release us, and our licensees, subsidiaries, assigns, and successors from any claims
- (17) any use of the user generated content areas in violation of the above mentioned rules and regulations may result in termination or suspension of your rights to use the website partially or in total.

Prohibited Activities

You agree not to copy, frame, mirror, distribute, modify, transmit, display, translate, adapt, edit, decompile, disassemble, publish in any form or on any media any parts of the content of mallorca.org without our written approval.

You agree not to bypass or break any rules and regulations concerning style and content of data.

You agree to avoid any tasks that impose in our opinion an unreasonable or disproportionately large load on our infrastructure.

Liabilities

The information, products, technology and services published may have errors or include inaccuracies. We do not guarantee the accuracy of content displayed.

We therefor take no responsibility and assume no liability for

- any content submitted, stored or uploaded by you or any third party,
- for any loss or damage of data
- for any defamation, falsehoods, pornography or profanity you may encounter while using mallorca.org.
- for any statements or content provided by its users

- errors and inaccuracies of information (e.g. details, descriptions, pricing, locations, pictures) of all listed businesses and listings, incl. but not limited to accommodation, car rentals, restaurants, wellness, attractions, activities etc.

We disclaim all warranty and condition that the website, the servers, the software, the servers or any email sent from us are free of viruses or other harmful components. In no event shall we or our staff, affiliates be liable for any direct or indirect damages arising out of you accessing the website or using its services and products. Including but not limited:

Information, viruses, linked sites, products, software obtained or used by you provided by the website - whether based on theory or negligence, contract, or otherwise. Even if we have been advised of the possibility of such damages.

Indemnification

You agree to defend and indemnify us, our employees, partners, contractors, agents, affiliates and any of their employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties.

Third-Party Links

The Website can contain links to other websites that are not operated by us. Such links are provided for your reference and information only. We are not responsible for content or practices of those websites and do not control or monitor their operations.

It is your responsibility when you follow a link to take necessary precautions to ensure that downloaded software, and emails, and opened sites are free of viruses or any other damaging or destructive elements.

Country Restrictions

Unsere Websites werden von der Mallorca Portal GmbH, Deutschland, betrieben, überwacht und gesteuert. Wir behaupten nicht, dass Inhalte und Informationen unserer Internetseiten für den Nutzen außerhalb der EU geeignet oder verfügbar sind.

If you choose to access our website from outside EU, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software or products from our websites are further to EU export controls.

No products may be purchased from our website into (or to a national or resident of) countries to which the EU has embargoed goods or services. By using the websites, you warrant that you are not located in, under the control of, or a national or resident of any such country.

Any content and software made available on our websites is the copyrighted work of Mallorca Portal, or other third party software as identified. Your purchase of products and services is governed by the terms of the end user agreement.

Please note that all software and software code on the website, is owned by Mallorca Portal and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution is prohibited.

Currencies

Currency rates are based on various publicly available sources SUCH AS OANDA.COM and should be used as guidelines only. Actual rates may vary.

Copyright and Trademark

All contents of the Website are ©. All rights reserved.

Logo and all other product or service names or slogans are common law trademarks of Mallorca Portal GmbH. Our content and project may not be copied, imitated or used, in whole or in part, without the prior written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners.

GENERAL

This Website is operated by a German entity and this Agreement is governed by the laws of Germany. You hereby consent to the exclusive jurisdiction and venue of courts in Konstanz, Baden Württemberg, Germany.

You agree that all claims you may have against Mallorca Portal GmbH arising from using the site relating to its content displayed, its services and products, by us or through our agents and partners, must be heard and resolved in a court located in Konstanz, Germany.

You agree that you will bring any claim or cause of action arising from or relating to your access or use of the website within two (1) years from the date on which such claim or action arose or such claim or cause of action will be irrevocably waived.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Mallorca Portal and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

Mallorca Portal GmbH

PRIVACY POLICY

Data that you make available

We protect your privacy and personal data. By sharing with us your data, you agree to how we use and collect that information which is described as under:

Only registered users who access the customer interface (“user area”) are able to post content for the purpose to be seen by other users on our website (“public content”), such as descriptions, pictures, business details or participate in blogs and forums.

Following information we collect and store from you:

Basically any information that you enter or post on our website in any way. This includes the content in the user generated content areas and also the user area where you manage your personal information, payment details, contact details, user name password, products and content.

We might partner with Facebook to provide Instant Personalization on the website for members of Facebook. If you have "enabled" that feature in your Facebook privacy settings and you are logged into Facebook, then the website might be personalized for you. Facebook might provide us with information that you have chosen to make available based on your Facebook privacy settings. You can disable this feature within your facebook privacy settings.

Automatic Data

Cookies are small data text files and can be stored on your computer’s hard drive (if your Web browser permits). We and our affiliated websites use cookies for collecting general and non-personal information about visits and visitor’s behavior on our website.

Third Party Tracking and other Web Technologies

Cookies sind kleine Textdateien und können auf der Festplatte Ihres Computers gespeichert werden (wenn Ihr Web-Browser das erlaubt). Wir und unsere angegliederten Webseiten verwenden Cookies um allgemeine und nicht personenbezogene Informationen über Besuche und Besucherverhalten auf unserer Webseite zu sammeln.

Third parties like google adsense might - based on their cookies - display ads or collect tracking data. You can prevent the use of cookies by setting your privacy settings of your browser accordingly.

We DO NOT share your personal information (such as email addresses) with unaffiliated third parties.

Protecting your information

We are committed to protecting the information we collect but it is not possible to guarantee 100% security. However we have implemented appropriate security procedures to help protect the personal information you provide to us.

Location

When you use mallorca.org on a PC, on a mobile phone or a tablet (“hardware”), we might collect and use information about your location, if you have instructed your hardware to send such information or if you have uploaded photos tagged with location information. We will use the location information collected from your device or photos to e.g. show and visualize content on maps (map view).

You can disallow within your privacy settings of your hardware or PC browsers “location sharing.

Owners and Managers

If you have signed up as the owner or manager of a business we will send you messages and get in touch with you via the contact details you have provided to us

Sharing your Information

We may share your public content that you have given us with other partners, affiliates, social media networks or other website users through newsletters etc. This does not include any personal information (“non-public content”).

We may share aggregated or anonymous information with third parties, including advertisers and investors, for example the number of visitors. This information does not contain any personal information.

Non-public Content

We will not share your personal information with anyone outside of Mallorca Portal and our corporate family, unless government bodies require us to do so in response to subpoenas, court orders or investigations of tax officers and law enforcement bodies.

We may share with institutions and regulators non-public content, only when we believe it is necessary to investigate, prevent illegal or suspected illegal activities.

We may share non-public content with a third party, in connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.