



## CONDITIONS OF USE OF THE WEBSITE

*Updated as of July 2018*

**HOTELTURIST SPA** (hereinafter "**HOTELTURIST**" ) authorizes the viewing, downloading ("downloading") and printing of materials contained in the [www.th-resorts.com](http://www.th-resorts.com) website (the "Website"), including the graphic layout of the Website, only for the purpose of using the Website as an internal business resource, or for personal use (i.e. not for profit), in compliance with any existing intellectual property rights on the materials contained in the Website (including images, illustrations, graphics, animations, videos, texts, icons, drawings and writings, etc.) in favour of HOTELTURIST or other companies holding such rights.

In general, you may visit the Website without providing any personal data. In certain cases, **HOTELTURIST** may require its Users to provide their personal data. In general, such data are required to complete the Users' registration to a service or can be provided within the context of a transaction.

**The consultation of the Website and the downloading of any type of material or support implies the acceptance of any terms and conditions set forth below. Otherwise, please do not use this Website.**

During the download of any particular documents, or while using certain Services, you may be required to accept specific additional conditions.

Should you breach clause of these Conditions of Use, the authorization to use the Website shall be deemed automatically revoked by **HOTELTURIST** and all the material downloaded or printed by the User breaching these Conditions of Use must be immediately destroyed by the User.

## INTELLECTUAL PROPERTY RIGHTS

The name and logo "**TH RESORTS**" are registered trademarks of **HOTELTURIST** and / or of affiliates of the **HOTELTURIST** Group or of assignor of **HOTELTURIST**. Other services trademarks mentioned in the Website may be registered trademarks owned by third parties. Any and all contents, in any format, published in the Website, including any web pages, graphics, colours, schemes, tools, fonts as well as the Website design, diagrams, layouts, methods, processes, functions and software that form part thereof, are protected by copyright and any other intellectual property rights of **HOTELTURIST** and of any other assignor of the **HOTELTURIST** rights.

The structure of this Website contains a set of databases which, for the choice or arrangement of the materials, are in any case an intellectual creation belonging to **HOTELTURIST** or to any third party companies which is a licensor of **HOTELTURIST** and, therefore, are protected



pursuant to the provisions of Legislative Decree No. 169 of May 6, 1999.



**HOTELTURIST** does not guarantee the accuracy and completeness of the information published in the Website; such information could be technically incomplete or affected by typographical errors, notwithstanding the continuous effort made by HOTELTURIST to update them. Such information, including product catalogues and price lists, may be changed at any time without prior notice, at the discretion of **HOTELTURIST**, which, while allocating certain resources for this purpose, does not assume any obligation to update the information contained in the Website. The information provided on the Website may refer to travel packages or tourist services that are not available in the User's country. Nonetheless, the User shall have the obligation to consult **HOTELTURIST** local affiliate or local distributor, using the appropriate links on the Website, to obtain the relevant information about any packages or services available to such specific User.

With regard to the use of the Website, you are authorized only to:

- (i) view the Website and its contents;
- (ii) carry out any other temporary displaying acts, not implying any economic impact, which are deemed to be temporary or accessory thereto, an integral and essential part of the same visualization of the Website and its contents;
- (iii) all other Website navigation activities performed only for the legitimate use of the Website and of its contents.

Any further act of direct or indirect, temporary or permanent display, in any way or form, in whole or in part, of the Website and / or of its contents must be, from time to time, authorized in writing by **HOTELTURIST** or, as the case may be, by the authors of the individual works contained therein. Such reproduction operations must in any case be carried out for lawful purposes and in compliance with the copyright and other intellectual property rights of **HOTEL-TURIST** and the authors of the individual works contained in the Website.

The authors of any individual works published on the Website shall have, at any time, the right to claim the authorship of their works and to object to any deformation, mutilation or other modification of their works, including any acts which may damage such works or prejudice their honour or reputation. You consequently undertake to respect the copyrights relating to the materials published on the Website, which form an integral part thereof. Moreover, you are not, in any circumstances, authorized to use, in any way and form, the contents of the Website and every single works protected by copyright and any other intellectual property rights. E.g., you may not alter or otherwise copy, modify, publish, distribute and use any contents and protected works for commercial purposes, or on another website or similar media without the consent of **HOTELTURIST** and, as the case may be, of the individual authors of the works published on the Website.

It is also forbidden to transmit to, and deposit on, the Website or in the databases accessed through it, any illegal, intimidating, defamatory, obscene, pornographic materials, or any material otherwise infringing any applicable laws.



The User shall be liable for the maintenance and proper use of his/her personal information, including the User-name and password allowing his/her access to the reserved services, as well as for any harmful consequences or prejudices which may be suffered by **HOTELTURIST** or any third parties due to any incorrect use, loss, theft of such information.

## USER COMMUNICATIONS

The transmission to, and the deposit in, the Website or in the databases accessed through it, of any illegal, intimidating, defamatory, obscene, pornographic material or of any material otherwise infringing any applicable laws, is prohibited.

## PRIVACY NOTICE

Please read carefully the [Privacy Notice](#) published in this Website, in order to understand how the Website collects and processes your personal data and the purposes thereof - such Policy shall also apply in case the User accesses the Website, and uses any related services, but does not purchase any products.

## LINKS FROM OTHER WEBSITES

The creation of links to the Website is allowed subject to compliance with the following conditions: The link to the Website (but not the copy, for commercial purposes, of any material contained therein) is allowed with the authorization, granted from time to time, of **HOTELTURIST**. No browser environments or frames can be created around the content of the Website ("framing"). Any linking, even if made with the prior authorization of **HOTELTURIST**, shall not be deemed to imply, directly or indirectly, the existence of any authorization or approval of HOTELTURIST in favour of third parties' products or services.

You must not state or imply any relationship or agreement with **HOTELTURIST**. No false information should be presented regarding **HOTELTURIST** products and services. The use of the **HOTELTURIST** logo and trademarks is forbidden, without the express permission thereof by HOTELTURIST. The Link shall not contain or lead to any material that may be considered improper, offensive or controversial, and must be suitable for viewing by Users of any age. The linking shall always be made only on the Website Home Page, and (only with the prior written consent of HOTELTURIST) to other pages of the Website. The source of the Link shall not be made using the name, logo or any other marks of **HOTELTURIST**, unless otherwise expressly authorized and regulated by a special license agreement with **HOTELTURIST**.



## LINKS TO OTHER WEBSITES

Possible hyperlinks ("links") on the Website to third-party websites shall be provided exclusively for the User's convenience. The use of links implies that the User is leaving the Website. The activation of the links does not imply any recommendation or notification of **HOTELTURIST** to access and browse such websites nor any relationship between HOTELTURIST and the managers of such sites. **HOTELTURIST** shall neither monitor any third party websites connected to the Website nor control or be liable for them, with regard to their content and the rules adopted by them with regard to your privacy and the processing of your personal data during your navigation activities. **HOTELTURIST**, therefore, assumes neither any responsibility for such websites, nor for any information, software, functionality, product or material contained therein, or for any result that may be obtained from the use thereof. The parties acknowledge that, should the User decides to access any of such third-party websites connected to the Website, he/she will do so under his own exclusive responsibility and at his/her own risk. Therefore, please pay attention - when you connect to these websites through the links on the Website - and read carefully their respective conditions of use as well as their privacy and cookies policies and notices.

## USE OF THE BOOKING SYSTEM

The use of the Website and its functions is allowed solely to assist User in ascertaining the availability of any products and services in the travel and vacation field and making lawful reservations, with the exclusion of any other purpose. The User represents and guarantees that he/she is 18 or older and that he/she is entitled to enter into this agreement and use the Website as set forth by these conditions. The User agrees to be financially responsible for any use that he/she will make of this Website (as well as the use of his/her account by any third parties, including, but not limited to, any persons under the age of 18, living with the User). The User agrees to monitor any use of this Website by persons under the age of 18, carried out under his/her name or through his/her account. The User also declares that all information provided by him/her or his/her family members while using this Website are true correct.

Any speculative, false or fraudulent reservation or any reservation made failing real request (without any limitation whatsoever) is prohibited. The User declares that the travel services booking system of this Website will be used exclusively for the purpose of making lawful reservations or purchases at his/her own name or for any persons on whose behalf the User is legally authorized to act. The User is aware of the fact that he/she can be denied access to the Website travel booking system in case of improper use of this system.



## SECURITY OF THE WEBSITE

It is forbidden to violate or attempt to violate the security features of the Site, including, but not limited to: (1) accessing any data not intended for the User or by connecting to servers or accounts to which the User is not authorized to access; (2) attempting to probe, examine or test the vulnerability of the system or of a network or to violate any security or authentication measures, unless expressly authorized by **HOTELTURIST**; (3) attempting to interfere with the service offered to Users, host computers or networks, for example by spreading viruses on the Website, overloading the system, sending massive amounts of data, etc. By using the Website, you accept hereby to refrain from using any device, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars or smart agents) other than the search engine and search agents available on the Website and other than well-known web browsers (e.g. Netscape Navigator, Microsoft Explorer, Opera), to visit or interact with the Website.

## RESPONSIBILITY

The content of the Site and the features offered through it are provided "as is". In no case, therefore, **HOTELTURIST** or any third party mentioned on the Website or on the website to which there is a link from the **HOTELTURIST** Website, will be liable for any reason, towards the User or third parties, for any damages whatsoever arising from the use, or impossibility to use, the Website or any other linked site, the materials or the information contained therein, including any guarantees of rights or implicit guarantees of fitness for particular purposes, or related to the interruption of commercial activity or damages to its reputation. The mandatory provisions of the laws in force in the Italian territory shall apply.

By accessing the Site you will be the one and only person responsible for the use of the same and of its contents. **HOTELTURIST** shall not be held liable for any use not compliant with the laws in force, the Website and the contents of each of its Users, without prejudice of the responsibility of **HOTELTURIST** in case of fraud and gross negligence, limited to what implemented by **HOTELTURIST**. In particular, you will be the only one and only person responsible for the communication of any incorrect, false or related to third parties information and data (unless such third parties have validly expressed their consent), as well as in light of its improper use.

Finally, since any material will be downloaded or obtained through the use of the service at the User's choice and risk, any responsibility for any damage to computer systems or loss of data resulting from unloading operations falls on the User and cannot be attributed to **HOTELTURIST**.



**HOTELTURIST**, while applying to the site specific security checks, disclaims any responsibility for any damage resulting from the inaccessibility to the services on the Website or from any damages

caused by viruses, corrupted files, errors, omissions, service interruptions, deletions of contents, problems connected to the network, providers or telephone and / or telematic connections, unauthorized access, alterations of data, failure and / or faulty operation of the electronic equipment of the User.

The processing of data within the scope of the services, and their transmission, including their contents, may include the use of other networks and systems and the need for **HOTELTURIST** to make changes to the services in order to conform or adapt them to the specifications techniques, to the standards of connection of their own networks or to the equipment and connection programs. At this regard, the User acknowledges that **HOTELTURIST** may modify the general rules of use of the services at any time and at its sole discretion, without any indemnity obligation.

#### **APPLICABLE LAW**

The Website is managed by **HOTELTURIST** from its offices in Padua. **HOTELTURIST** assumes no responsibility for the fact that the materials on the Website are used outside the Italian Republic. The connection to the Website from countries other than Italy is carried out under the sole responsibility of the User, who will assume any responsibility arising from any obligations other than those provided for by Italian law (which shall be, in any case, complied with). These Terms of Use are governed by Italian law, without prejudice to any mandatory provisions applicable in the consumer User's Country. **HOTELTURIST** reserves the right to amend these Conditions of Use at any time without notice.

By using the Website, the User automatically agrees to be bound by the Conditions in force at the time of use and that he/she will periodically consult this document online, to know the most current version of the Website applicable to Users at that time. Any changes made to current personal data processing practices will be made known in this document without prior notice. Any modifications and updates of these Conditions of Use shall be notified to the Users on the Website homepage as soon as they are adopted, and will be binding as soon as they are published on the Website in this document.

Any disputes related to the application of these Conditions of Use shall be submitted to the exclusive jurisdiction of the Court of Padua. **HOTELTURIST** reserves the right, however (should it deem it necessary), to commence any legal proceedings before the courts of any countries or cities other than, respectively, Italy or Padua, to protect its interests and enforce its rights.