

## GENERAL TERMS

### **Introduction**

The present document has the purpose of establishing and regulating the terms of use as well as safeguarding the data on the website [www.theboutiqueapartments.com](http://www.theboutiqueapartments.com) (referred to herein as the "Site"), and it is to be understood that under the term Site are included all the pages and their contents property of "**The Boutique Apartments**", trademark owned by the company Saffron Living, S.L., to which access is through the [www.theboutiqueapartments.com](http://www.theboutiqueapartments.com) domain and its subdomains.

By means of the Site, "**The Boutique Apartments**" wishes to provide its clients with information services, tourist apartment reservation services, as well as any another service that might be considered appropriate at any specific moment for the correct achievement of its corporate purpose.

Use of this website, as well as the use of the services that are made available to Users through the website, assumes acknowledgment of a full agreement, without exception, to all and every one of the following general conditions that are included in the present Legal Notice (referred to herein as the "General Conditions"), and therefore the User must be conscious of the importance of reading them every time he/she visits the Site. The fact of accessing this Site signifies knowledge and acceptance of the following General Conditions, so "**The Boutique Apartments**" recommends the User prints or downloads them and reads them in detail every time the Site is accessed.

### **Ownership of the website**

This Site, "**The Boutique Apartments**", is property of the company Saffron Living, S.L., with address registered Calle Ganduxer, 14, 2º 4ª, 08021 Barcelona, email address [welcome@theboutiqueapartments.com](mailto:welc@theboutiqueapartments.com); registered in the Barcelona Mercantile Register at Tomo 43701, Folio 91, Hoja B-435901, Inscripción 1. C.I.F. B66012352.

### **Use of the Site**

Acceptance of the present General Conditions means the User accepts to use the present Site and the services at his/her disposal within it in the way and manner established in the website itself. He/she is obligated not to use the present Site and its services for illicit means and/or ends contrary to the purposes established in these General Conditions that could harm the rights and/or the interests of a third party, or that may in any way damage the present Site or impinge its correct functioning or that of the services offered in it at the present moment or that may be offered in it in the future.

### **Web site domain. User responsibility**

The web page [www.theboutiqueapartments.com](http://www.theboutiqueapartments.com) is included in this Site.

Access to this Site is under exclusive responsibility of the Users. Any risk derived from the use of the Site by the User will be only and exclusively his/her responsibility. "**The Boutique Apartments**" does not assume object of guarantee on its part for: (I) the infallibility, the availability, the continuity, the nonexistence of or deficiencies in the security of the Site; (II) that the content of the Site or the information that goes through the Site is free from viruses or free of any other harmful elements, as well as any errors, omissions or inaccuracies contained therein; (III) the security in the use that the User makes of the Site; "**The Boutique Apartments**" will not be responsible for possible damages or harm that could arise from interferences, omissions, interruptions, computer viruses, telephone failures, or breakdowns in the operational functioning of this electronic system, whose causes are extraneous to "**The Boutique Apartments**"; of delays or blockages in the use of the present electronic system caused by deficiencies or overload in its Data Processing Center, in telephone lines, in the Internet system or any other electronic systems; nor of damages that can be caused by a third party through means of illicit intrusions beyond the control of "**The Boutique Apartments**". Likewise, "**The Boutique Apartments**" is exonerated of any responsibility for any damage or harm that could come to the User as a consequence of errors, defects or omissions in the information facilitated by "**The Boutique Apartments**" whenever this information derives from external sources.

The mere fact of accessing this Site does not infer the establishment of any type of commercial relationship between **“The Boutique Apartments”** and the User.

### ***Updating and modification of information***

The information that appears on this Site is that which is valid on the date of its last update. **“The Boutique Apartments”** reserves the right to update, modify or delete the information on this Site, as well as limiting or not allowing access to it.

**“The Boutique Apartments”** reserves the right to carry out, at any time, all the changes and modifications deemed convenient, and the right to carry out such actions at any time and without prior notice.

### ***Contents***

**“The Boutique Apartments”** makes maximum efforts to avoid any errors in the content that may appear on this Site. **“The Boutique Apartments”** does not guarantee, neither holds itself responsible for, any consequences that could derive from errors in the content that may appear on this Site that are provided by third parties.

**“The Boutique Apartments”** does not hold itself responsible in any way for those contents, commercial activities, products and/or services included on the Site that are visible via electronic links (links), should there be and when there might be any, either directly or indirectly passing through this Site. The presence of links on the **“The Boutique Apartments”** Site, except when the contrary is specified, has only informative purposes and under no circumstance signifies a suggestion, invitation or recommendation of these links. These links do not indicate any type of relation between **“The Boutique Apartments”** and the companies or individual owners of the web sites to which users can access by means of these links. **“The Boutique Apartments”** reserves the right to unilaterally withdraw at any time and without prior notice the links that could appear on its Site.

**“The Boutique Apartments”** reserves the right to prevent or forbid access to the Site to any Internet user that introduces into this Site any content contrary to the legal norms or that is considered immoral, and reserves the right to exert any legal measures deemed appropriate to avoid this type of misuse.

### ***Web surfing, access and security***

**“The Boutique Apartments”** makes maximum efforts to ensure that website surfing is carried out under the best conditions and to avoid damages of any kind that could arise through doing it.

**“The Boutique Apartments”** does not do hold itself responsible for any damages of any kind that could arise to Users from the use of other browsers or different browser versions than those for which the Site has been designed.

**“The Boutique Apartments”** Site has been certified, so that access to transaction services and those that include recording of personal data take place in a secure internet environment.

It does not hold itself responsible, neither does it guarantee, that access to this Site can be uninterrupted or that it is free of errors. Neither does it hold itself responsible for, or guarantee, that the contents or software that can be accessed through this Site, is free of errors or could cause damage. Under no circumstances will **“The Boutique Apartments”** be held responsible for any losses, damages or harm of any kind that may arise from access or use of the Site, including and not limited to those caused to computer systems or those caused by being infected by a virus. **“The Boutique Apartments”** does not hold itself responsible for any damages that could affect Users due to any inappropriate use of this Site. Specifically, it does not hold itself responsible in any way for any breakdowns, interruptions, flaws or defects in telecommunications that may occur.

The services offered on this Site can only be properly accessed if the technical specifications for which it has been designed have been fulfilled.

### ***Personal data protection***

Pursuant to the provisions of Act 15/1999, of 13 December, on personal data protection, all of our hotels, a list and all other details of which are available at the link [www.theboutiqueapartments.com](http://www.theboutiqueapartments.com) (“**The Boutique Apartments**”, trademark of the company Saffron Living, S.L.), guarantee that all personal data provided by guests and users through this website shall be kept strictly confidential. “**The Boutique Apartments**” processes such data for the purposes of handling, managing and attracting requests for the products and services offered by its apartments at [www.theboutiqueapartments.com](http://www.theboutiqueapartments.com). To do so, it stores all information received in databases, which have been duly declared and registered with the General Registry of the Data Protection Agency. Our guests’ details are processed in accordance with the abovementioned regulations, and are considered to be up to date and valid unless we are notified otherwise. We would therefore request that you inform us of any changes in your personal details. Any guests or users who wish to do so may at any time request to access, contest, correct or erase their personal details by contacting “**The Boutique Apartments**” via [welcome@theboutiqueapartments.com](mailto:welcome@theboutiqueapartments.com) (Ref: Data Protection) or by sending a letter by regular mail using the same reference to Saffron Living S.L., Calle Ganduxer, 14, 2<sup>a</sup> 4<sup>a</sup>, 08021 Barcelona, Spain.

### ***On the use of cookies***

Access to this Site can involve the use of Cookies, both in its pages as well as in the linked pages or those referred to via links. Those Users that do not wish to receive Cookies or wish to be notified of their settings can configure their browser to such effect.

### ***Copyright and intellectual property***

“**The Boutique Apartments**” declares that except when the contrary is indicated on the Site, the texts, images, illustrations, designs, icons, photographs, video segments, audio segments and any other materials that may appear on the Site and any other intellectual creations and/or inventions, or scientific or technical discoveries, whichever their business or industrial application might be (referred to collectively herein as the “Content”) have been created or invented by “**The Boutique Apartments**” or granted, licensed, transferred or authorized for their use by its owners and/or grantees. The User promises not to suppress or alter any distinctive sign, text or image used on the Site, such as and not limited to, brands, commercial names (graphic, logos, etc.), the “copyright” and any other identification data regarding the rights of “**The Boutique Apartments**” and/or of third parties included in the Site.

“**The Boutique Apartments**” equally retains the property to all the rights of any works, inventions, discoveries, patents, ideas, concepts, updates and improvements related to the Site, its computer systems, applications and programs, or of the services that “**The Boutique Apartments**” offers and that are created, implemented, developed or executed for the first time by “**The Boutique Apartments**”, whether that should be by itself or with the help of the Site Users, in the development of or as a result of some design, development or any other task carried out in compliance with the Agreement. The User will not be able to use neither the name nor the brands, symbols, logos or distinctive signs of which “**The Boutique Apartments**” is the owner without express written consent.

Under the circumstance that any User or third party should consider that any of the existing content in the Site is in violation of intellectual property rights or any other copyright legislation, we kindly request that he/she informs us at the following address: “**The Boutique Apartments**” (Saffron Living, S.L., calle Ganduxer 14, 2<sup>a</sup>, 4<sup>a</sup>, 08021 Barcelona, Spain)

### ***Jurisdiction and applicable law***

The Terms of Use found in the present Legal Agreement are governed by Spanish law. Both “**The Boutique Apartments**” and the Site Users agree that in the case of any discrepancy that may arise regarding the interpretation, fulfilment and/or execution of the present terms it will be specifically brought up under the jurisdiction of the Judges and competent Courts of the city of Barcelona, with explicit renunciation to any other jurisdiction that it could correspond to.

## POLÍTICA DE COOKIES

Una Cookie es un fichero que se descarga en su ordenador al acceder a determinadas páginas web. Las cookies permiten a una página web, entre otras cosas, almacenar y recuperar información sobre los hábitos de navegación de un usuario o de su equipo y, dependiendo de la información que contenga y de la forma en que utilice su equipo, pueden utilizarse para reconocer al usuario.

Las cookies son esenciales para el funcionamiento de internet, aportando innumerables ventajas en la prestación de servicios interactivos, facilitándole la navegación y usabilidad de nuestra web.

La información que le proporcionamos a continuación, le ayudará a comprender los diferentes tipos de cookies:

TIPOS DE COOKIES		
SEGÚN LA ENTIDAD QUE LAS GESTIONE	Cookies propias	Son aquellas que se recaban por el propio editor para prestar el servicio solicitado por el usuario.
	Cookies de tercero	Son aquellas que son recabadas y gestionadas por un tercero, estas no se pueden considerar propias.
SEGÚN EL PLAZO DE TIEMPO QUE PERMANEZCAN ACTIVADAS	Cookies de sesión	Recaban datos mientras el usuario navega por la red con la finalidad de prestar el servicio solicitado.
	Cookies persistentes	Se almacenan en el terminal y la información obtenida, será utilizada por el responsable de la cookie con la finalidad de prestar el servicio solicitado.
SEGÚN SU FINALIDAD	Cookies técnicas	Son las necesarias para la correcta navegación por la web.
	Cookies de personalización	Permiten al usuario las características (idioma) para la navegación por la website
	Cookies de análisis	Permiten al prestador el análisis vinculado a la navegación realizada por el usuario, con la finalidad de llevar un seguimiento de uso de la página web, así como realizar estadísticas de los contenidos más visitados, número de visitantes, etc.
	Cookies publicitarias	Permiten al editor incluir en la web, espacios publicitarios, según el contenido de la propia web.
	Cookies de publicidad comportamental	Permiten al editor incluir en la página web espacios publicitarios según la información obtenida a través de los hábitos de navegación del usuario.

Según lo dispuesto en el artículo 22.2 de la Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y de Comercio Electrónico (LSSI-CE), SAFFRON LIVING SL informa de las cookies utilizadas en nuestra website:

		TIPOS DE COOKIES			
		Cookies propias	Cookies de tercero	Cookies de sesión	Cookies persistentes
FINALIDAD	Cookies técnicas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cookies de personalización	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cookies de análisis	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Cookies publicitarias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cookies de publicidad comportamental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Asimismo, SAFFRON LIVING SL informa al usuario de que tiene la posibilidad de configurar su navegador de modo que se le informe de la recepción de cookies, pudiendo, si así lo desea, impedir que sean instaladas en su disco duro.

A continuación le proporcionamos los enlaces de diversos navegadores, a través de los cuales podrá realizar dicha configuración:

Firefox desde aquí:

<http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we>

Chrome desde aquí:

<http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

Explorer desde aquí:

<http://windows.microsoft.com/es-es/internet-explorer/delete-manage-cookies#ie=ie-10>

Safari desde aquí:

<http://support.apple.com/kb/ph5042>

Opera desde aquí:

<http://help.opera.com/Windows/11.50/es-ES/cookies.html>

## POLÍTICA DE PRIVACIDAD REDES SOCIALES

En cumplimiento de la Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal (LOPD) y la Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y de Comercio Electrónico (LSSI-CE), SAFFRON LIVING SL informa a los usuarios, que ha procedido a crear un perfil en las Redes Sociales Facebook, Twitter, Instagram, Pinterest, LinkedIn y Google +, con la finalidad principal de publicitar sus productos y servicios.

Datos de SAFFRON LIVING SL:

B66012352

GANDUXER, 14 2 4 08021, BARCELONA

[welcome@theboutiqueapartments.com](mailto:welcome@theboutiqueapartments.com)

[www.theboutiqueapartments.com](http://www.theboutiqueapartments.com)

El usuario dispone de un perfil en la misma Red Social y ha decidido unirse a la página creada por SAFFRON LIVING SL, mostrando así interés en la información que se publicite en la Red. Al unirse a nuestra página, nos facilita su consentimiento para el tratamiento de aquellos datos personales publicados en su perfil.

El usuario puede acceder en todo momento a las políticas de privacidad de la propia Red Social, así como configurar su perfil para garantizar su privacidad.

SAFFRON LIVING SL tiene acceso y trata aquella información pública del usuario, en especial, su nombre de contacto. Estos datos, sólo son utilizados dentro de la propia Red Social. No son incorporados a ningún fichero.

En relación a los derechos de acceso, rectificación, cancelación y oposición, de los que usted dispone y que pueden ser ejercitados ante SAFFRON LIVING SL, de acuerdo con la LOPD, debe tener en cuenta los siguientes matices:

- **Acceso:** Vendrá definido por la funcionalidad de la Red Social y la capacidad de acceso a la información de los perfiles de los usuarios.
- **Rectificación:** Sólo podrá satisfacerse en relación a aquella información que se encuentre bajo el control de SAFFRON LIVING SL, por ejemplo, eliminar comentarios publicados en la propia página. Normalmente, este derecho deberá ejercerlo ante la Red Social.
- **Cancelación y/u Oposición:** Como en el caso anterior, sólo podrá satisfacerse en relación a aquella información que se encuentre bajo el control de SAFFRON LIVING SL, por ejemplo, dejar de estar unido al perfil.

SAFFRON LIVING SL realizará las siguientes actuaciones:

- Acceso a la información pública del perfil.
- Publicación en el perfil del usuario de toda aquella información ya publicada en la página de SAFFRON LIVING SL.
- Enviar mensajes personales e individuales a través de los canales de la Red Social.
- Actualizaciones del estado de la página que se publicarán en el perfil del usuario.

El usuario siempre puede controlar sus conexiones, eliminar los contenidos que dejen de interesarle y restringir con quién comparte sus conexiones, para ello deberá acceder a su configuración de privacidad.

## **Publicaciones**

El usuario, una vez unido a la página de SAFFRON LIVING SL, podrá publicar en ésta última comentarios, enlaces, imágenes o fotografías o cualquier otro tipo de contenido multimedia soportado por la Red Social. El usuario, en todos los casos, debe ser el titular de los mismos, gozar de los derechos de autor y de propiedad intelectual o contar con el consentimiento de los terceros afectados. Se prohíbe expresamente cualquier publicación en la página, ya sean textos, gráficos, fotografías, vídeos, etc. que atenten o sean susceptibles de atentar contra la moral, la ética, el buen gusto o el decoro, y/o que infrinjan, violen o quebranten los derechos de propiedad intelectual o industrial, el derecho a la imagen o la Ley. En estos casos, SAFFRON LIVING SL se reserva el derecho a retirar de inmediato el contenido, pudiendo solicitar el bloqueo permanente del usuario.

SAFFRON LIVING SL no se hará responsable de los contenidos que libremente ha publicado un usuario.

El usuario debe tener presente que sus publicaciones serán conocidas por los otros usuarios, por lo que él mismo es el principal responsable de su privacidad.

Las imágenes que puedan publicarse en la página no serán almacenadas en ningún fichero por parte de SAFFRON LIVING SL, pero sí que permanecerán en la Red Social.

Concursos y promociones SAFFRON LIVING SL se reserva el derecho a realizar concursos y promociones, en los que podrá participar el usuario unido a su página. Las bases de cada uno de ellos, cuando se utilice para ello la plataforma de la Red Social, serán publicadas en la misma. Cumpliendo siempre con la LSSI-CE y con cualquier otra norma que le sea de aplicación.

La Red Social no patrocina, avala ni administra, de modo alguno, ninguna de nuestras promociones, ni está asociada a ninguna de ellas.

## **Publicidad**

SAFFRON LIVING SL utilizará la Red Social para publicitar sus productos y servicios, en todo caso, si decide tratar sus datos de contacto para realizar acciones directas de prospección comercial, será siempre, cumpliendo con las exigencias legales de la LOPD y de la LSSI-CE.

No se considerará publicidad el hecho de recomendar a otros usuarios la página de SAFFRON LIVING SL para que también ellos puedan disfrutar de las promociones o estar informados de su actividad.

A continuación detallamos el enlace a la política de privacidad de la Red Social:

Facebook: <https://www.facebook.com/privacy/explanation>

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

Instagram: <http://instagram.com/about/legal/privacy/>

Pinterest: <http://es.about.pinterest.com/terms/>

Linkedin: [http://www.linkedin.com/legal/privacy-policy?trk=hb\\_ft\\_priv](http://www.linkedin.com/legal/privacy-policy?trk=hb_ft_priv)

Google +: <http://www.google.com/intl/es/policies/privacy/>