

## Reservations general conditions

This document aims to regulate SERVICIOS Y CONCESIONES MARÍTIMAS IBICENCAS', S.A. (henceforth, "SERCOMISA"), ONLINE GENERAL CONDITIONS of BUSINESS, with A07066749 fiscal identification number, established in en C/ Aragón, 71, 07800 Ibiza (Balearic Islands), Telephone (+34) 902 31 44 33. The use of "You" and "Users" terms may refer to any visitor or client accessing to <http://ventas.trasmapi.com>, henceforth, the Website.

The use of these services entail the full and unconditional acceptance of each one of the General Contracting Conditions included in the last updated version of the General Conditions.

As a client, you declare yourself over 18 years and having legal capacities to be bound by these General Conditions of Business dealing with SERCOMISA. Booking proceedings are detailed in these General Conditions of Business as well as other specific services stated during the reservation, so you acknowledge and accept such formalities to make online reservations.

**Online purchase services:** Online purchase services accessible in this website offer tickets for passenger transport by sea related to SERCOMISA's regular activity. The use of these services entail the full and unconditional acceptance of each one of the General Contracting Conditions included in the last updated version of the General Conditions.

**Contract Procedure:** Using this service, clients will be sent a confirmation email including a reservation locator number and the hired services conditions. This email is also valid as a purchase confirmation and as an acknowledgement of the terms.

**Automatic check in:** If the customer has not realized the check in online 48 hours before the date of the departure, the system will do it automatically. The customer will receive boarding passes at the email address indicated in the booking.

**Guarantee and cancellation policy:** After receiving your purchase confirmation, you will be automatically charged to your credit card through the designed bank payment gateway, corresponding to the total final price. This amount will be detailed in your purchase confirmation.  
Under any circumstances SERCOMISA will refund user's cancellations requests.

**Rates:** Stipulated prices in this website include VAT and other corresponding taxes.

**Services uses:** Users undertake to use services in accordance with the law, morality, decent conduct and public order and to respect General Conditions of Business.

**System's visibility:** SERCOMISA may unilaterally modify at any time and without notice the offered services in order to provide faster and better services, as well as its services and technical operating conditions, publishing them in this website for client's acknowledge and acceptance. Users can also improve the service contributing to SERCOMISA's main goal - quality - suggesting useful modifications sending an email to the website administrators writing to [info@trasmapi.com](mailto:info@trasmapi.com). Servicios y Concesiones Marítimas Ibicencas, S.A. 2012 2

### SERCOMISA's users privacy policy

In compliance with the provisions of article 5 of the 15/1999 Organic Law of December 13th on Personal Data Protection (henceforth, "LOPD"), SERCOMISA informs you any provided information through the website during users reservations, operations or navigation will be included in a file under SERCOMISA's responsibility located in c/Aragón, 71 07800 – IBIZA (Balearic Islands) where the user may cancel or modify his personal information in accordance with LOPD terms and conditions.

Any provided personal information will be used to manage information requests and to inform you about SERCOMISA's activities, products and services.

In case users may confirm their interest on commercial communications SERCOMISA will share their personal information with Empresas Alonso Mari, S.A. - INSOTEL GROUP –, sending commercial messages from SERCOMISA and its investees.

The acceptance of the transfer of personal information is revocable at any time with no retroactive effects. If you accept to informative emails during your reservation, you are also accepting commercial messages in accordance with the Spanish law for the Information Society and Electronic Commerce Services (LSSICE). If you provide us third persons data, in compliance with the provisions of 5-4 article of the LOPD, you are certifying they know the content of this data and the existence and purposes of the file containing them, the primary addressee of this information and the possibility to access, modify or cancel these information and SERCOMISA's log in credentials in compliance with our terms and conditions set out here in this document. SERCOMISA is committed to treat absolutely confidential personal data using it only for the purposes above mentioned.

SERCOMISA has all the technique and organizational measures required to ensure the protection of your personal data and prevent its modification, lost or unauthorized use, given current technologies, the nature of this data as well as potential human, physical or natural risks. This is all in accordance with article 9 of the LOPD and the 994/1999, Royal Decree of December 11, approving security measures in automated files containing personal data.

### **TERMS AND CONDITIONS or GENERAL CONDITIONS of BUSINESS Subject to Change**

SERCOMISA reserves its right to modify unilaterally and without notice any stated general condition of business in any way, keeping users informed through this website for their acknowledgement and acceptance.

<http://ventas.trasmapi.com> and acceptance of Terms of Use

Hiring online services implies the complete acceptance of the website terms of use stated in the very last updated version by SERCOMISA. These norms achieve the above General Conditions in every point they may not contradict. This way, users should check terms of use updates of this website terms before hiring a service.

### **Applicable law and jurisdiction**

The Spanish law, in terms of interpretation, validity and execution, rules these terms and conditions. SERCOMISA and the user expressly waive any other privileges and shall fall within the competence of the Courts of Ibiza to resolve differences regarding the interpretation of this agreement. In case the user's residence is out of Spin SERCOMISA and the User shall still submit to Ibiza's court with and express waiver of any other jurisdiction.

Il presente documento ha il fine di regolare le CONDIZIONI GENERALI DI ACQUISTO dei servizi di Acquisto online dei SERVIZI E CONCESSIONI MARITTIME IBISENCHE , S.A. ("SERCOMISA") con documento A07066749 con il seguente indirizzo di C/Aragon 71, 07800 Ibiza, Isole Baleari, Tel. +34 971 31 44 33.

Il termine "Voi" ed "Utente" vengono qui usati in riferimento a tutti coloro che per qualsiasi motivo accedano a <http://ventas.trasmapi.com> (piu' avanti, il Sito Web) od a coloro che utilizzino i servizi del portale.

L'uso di questi servizi comportera' l'accettazione totale e senza esclusioni di tutte le Condizioni Generali di Contrattazione editate nell'ultima versione aggiornata delle Condizioni Generali.

Come cliente, dovrete dichiarare di essere maggiorenni e di avere la capacita' giuridica per intendere le Condizioni Generali di Contrattazione al momento di contrattare SERCOMISA.

SERCOMISA informa che le procedure per ottenere le prestazioni dei servizi offerti sono quelle descritte nelle presenti Condizioni Generali di Contrattazione cosi' come tutte le procedure che appaiano durante la navigazione. Di conseguenza dovrete dichiarare di essere a conoscenza e di accettare queste condizioni in modo da poter contrattare i servizi offerti dal Sito Web.