

RÜTZU'S GENERAL CONDITIONS OF USE

In force since: 2 May 21

1. INFORMATION ABOUT RÜTZU SRL

1.1 The website www.rutzu.com (hereinafter, the "Site") is managed and operated under the responsibility of:

SRL RÜTZU (hereafter, "**RÜTZU**"),
18, rue de la plaine - 1390 Archennes - Belgium
BCE NUMBER: 0767.675.222

1.2 The Site provides visitors with information on travel to Mallorca in Spain (hereinafter, the "**Service**").

1.3 Any question or complaint relating to the Site, these general terms of use (hereinafter, the "**GTC**"), the Privacy Policy Charter (hereinafter, the "**Charter**") and the Cookie Policy (hereinafter, the "**Cookie Policy**") may be addressed to RÜTZU at the address mentioned above or to the following email address: cgu@rutzu.com

2. ACCEPTATION

2.1 Access to the Site is subject to these GTC, the Charter, the Cookie Policy and applicable laws and regulations. Consequently, access to the Site implies full and unreserved acceptance by the user (hereinafter, "**the User**") of these GTC, the Charter and the Cookie Policy

2.2 These GTC, the Cookie Policy and the Charter exclusively govern the relationship between the User and RÜTZU in relation to the use of the Site and the Service. They can be consulted at any time on the at any time on the Site.

3. ACCESSIBILITY AND FUNCTIONING OF THE SITE

3.1 RÜTZU will ensure, as far as possible, that the Website is up to date and remains accessible to a normal number of Users. However, RÜTZU does not guarantee that the functions of the Site will be available without interruption or without error, that defects will be immediately corrected or that the that the server that makes it available is free of viruses or other harmful components

3.2 RÜTZU cannot be held responsible for any loss and/or damage of any kind that may be resulting from the suspension, interruption, (technical) disruption, slowing down, difficult

accessibility slowdown, difficult access and/or the cessation of access to all or part of the Site or viruses or other harmful elements on the Site.

3.3 If the User notices the presence of an error, virus or other harmful elements on the Website, he/she is invited to communicate this to RÜTZU at the following address: cgu@rutzu.com so that the necessary measures can be taken. In any event, RÜTZU advises the User to install firewalls, anti-virus and other necessary protection software on his/her computer in order to prevent possible damage to the computer.

3.4 RÜTZU retains the right to suspend or discontinue all or part of the Site at any time without justification and without prior notice.

4. USE OF THE WEBSITE

4.1 The User undertakes to use the Site only for its intended purpose and not for any other purpose.

4.2 The User is responsible for ensuring that all information provided by the User is accurate and up to date.

4.3 The User undertakes to use the Site in good faith and to comply with the legislation in force, and in particular to refrain from:

- sending false or misleading content or communications to RÜTZU, (and to update such content, if necessary, to ensure that it does not become false or misleading), obscene, racist or xenophobic, abusive, illegal, misleading, invasive of another's privacy, offensive, harmful, violent, threatening or harassing, defamatory, constituting an infringement of an intellectual property rights or any other rights, or which encourages or participates in any of these things;
- provide email addresses or other types of content to RÜTZU without obtaining the prior consent of the persons concerned;
- send content to RÜTZU that violates the rights of a third party or harms them in any way (intellectual property rights, privacy, business secrets, etc.);
- sending RÜTZU content that directs to illegal websites or that contains inappropriate content;
- use the Site to send spam, unsolicited mail, pyramid schemes or similar or fraudulent process;
- circumventing technical protection devices for documents and multimedia elements;
- any action that may have the effect of disrupting the proper functioning of the Site, the Service, including the use of worms, viruses, software bombs or the sending of mass mailings;
- attempt to breach unauthorized access to any part of the Site or equipment used for the operation of the Site;
- use a false name, alias, or impersonate any other person or entity;
- use the Site for any purpose other than those set out in the GTC

4.4 RÜTZU shall not be held liable in any way in the event of non-compliance by the User with of the GTC, the Cookie Policy, the Charter and/or the applicable laws or regulations. The User guarantees RÜTZU against any action, claim or complaint from third parties (including public authorities) relating to his/her use of the Website.

4.5 The User uses the Site at its own risk. The Site, its components and all related information, software, facilities, services are provided on an "as is" and "as available" basis without warranty of any kind (either express or implied) and to the extent permitted by applicable law.

4.6 RÜTZU accepts no responsibility for any loss or damage (direct, indirect, material or immaterial) arising from the use of the Site and its components, or from the inability to use the Site.

4.7 The User is also obliged to inform RÜTZU immediately in writing if he/she becomes aware of any inappropriate behavior or use in connection with the Website by sending an email to the following address RÜTZU.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Hyperlinks to other websites may appear on the Site. In addition, some websites may include a link to the Site. These third-party websites are not controlled by RÜTZU which therefore assumes no responsibility for their operation, content and use.

Unless otherwise expressly stated by RÜTZU on the Site, the existence of such links does not imply any approval by RÜTZU of these third-party sites or the use that may be made of them, nor any nor any association or partnership with the operators of these sites.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Site and its components (trademarks, logos, graphics, photographs, animations, videos, music, texts, etc.) are the property of RÜTZU, music, texts, etc.) constitute the property of RÜTZU. They are protected by intellectual property rights (in particular copyright, design rights, trademark rights, etc.) and may not be reproduced, used or distributed without the prior written consent of RÜTZU or, where applicable, of the holder of the rights concerned, on pain of constituting an offence of infringement of copyright and/or designs and/or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these penalties only.

6.2 RÜTZU hereby grants the User a non-exclusive, non-transferable license for an indefinite period of time and revocable at any time without giving any reason, to access, display and download the content of the Site solely for the purposes of display purposes only. The User may also print a copy of the content displayed on the Site for personal use, provided that the User does not alter the content of the Site in any way and that he retains all mentions of authorship and origin of the Site. Reproduction is therefore only for strictly private purposes within the meaning of Article XI.190 5° of the Code of Economic Law.

6.3 Any use of the Site and its components not covered by this article is strictly prohibited.

7. COMPLAINT

7.1 In order to be valid, any complaint by the User regarding the Site must be communicated in writing within eight (8) calendar days of becoming aware of the event giving rise to the complaint. Failure to lodge a complaint in accordance with the aforementioned rules, the User accepts unconditionally and without reservation the fact that gives rise to the complaint and, de facto, the definitive renunciation of any claim on this account.

8. AMENDMENTS AND LANGUAGE VERSIONS

8.1 RÜTZU reserves the right to modify and update, at any time, by notifying to the Users through the Site, the present GTC, the Charter and the Cookie Policy, the access to the Site and its content. All of these modifications are binding on Users at the time of each access to the to the Site.

8.2 In the event of discrepancies between the language versions of these GTC, the Charter or the Cookie Policy, the French language version shall prevail.

9. VALIDITY OF CONTRACTUAL CLAUSES

9.1 RÜTZU's failure to invoke a provision of these GTC at a given time may not be interpreted as a waiver to assert its rights under this provision at a later date.

9.2 The invalidity, lapse or unenforceability of all or part of any of the foregoing or following provisions shall not invalidate the whole of these GTC. The provision invalid, void or unenforceable shall be deemed unwritten. RÜTZU undertakes to replace this provision with another one that will pursue, as far as possible, the same purpose.

10. APPLICABLE LAW AND JURISDICTION

10.1 The validity, interpretation and/or execution of the GTC are subject to Belgian law, to the fullest extent permitted by the applicable rules of private international law.

10.2 In the event of a dispute concerning the validity, interpretation or execution of the GTC, the Courts and Tribunals of the judicial district of Brussels shall have exclusive of the judicial district of Brussels, to the fullest extent permitted by the applicable rules of private international law.

10.3 Before taking any steps towards the judicial resolution of a dispute, the Buyer and RÜTZU undertake to try to resolve it amicably. To this end, they shall first contact each other, before resorting, if necessary, to mediation, arbitration or any other alternative dispute resolution method.