

General Terms and Conditions of Sale

TERMS AND CONDITIONS OF SALE FOR THE WEBSITE

INFINITUM RESORT, S.A.U. provides an online shopping service enabling you to purchase items through our online store.

This document sets out the **GENERAL TERMS AND CONDITIONS OF SALE** that govern the operation of this Website and the purchase of products/services through **infinitumliving.golfmanager.com**. By using the Website, you accept these General Terms and Conditions of Sale. If you have any queries or questions about these terms and conditions, please contact our Customer Services department:

by sending an email to: info@infinitumliving.com

or by calling: +34 977 129 070

These **GENERAL TERMS AND CONDITIONS OF SALE** have been written in line with the following laws and regulations:

Article 10.1 of the Information Society and Electronic Commerce Services Act **34/2002** of July 11 (LSSICE 34/2002); Articles 63, 67, 68, 85, 86, 87, 88, 89, 90, 97, 98, 107, 108, 118 and 125 of **Royal Legislative Decree 1/2007** of November 16, which approved the Revised Text of the General Consumer and User Protection Act and other supplementary laws; Article 14 of **Regulation (EU) 524/2013** of the European Parliament and of the Council of May 21, 2013; and **Royal Decree 7/2021** of April 27.

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1. General contact information

In accordance with Spain's Information Society and Electronic Commerce Services Act 34/2002 of 11 July ("LSSICE"), please note that this Website, **infinitu living.golfmanager.com** ("the Website") is owned by: **INFINITUM RESORT, S.A.U.**, [hereinafter referred to as **INFINITUM**] with Tax ID (NIF) A58612904, listed in the Tarragona Companies Register, Volume 2030, Folio 106, Sheet T-13239, 1st entry, and with the following contact details:

Address: C/ del Camí del Recó, s/n 43481 Platja de la Pineda (Tarragona)

Telephone: 977 129 070

Email: info@infinitu living.com

2. Purpose

The purpose of these **GENERAL TERMS AND CONDITIONS OF SALE** is **firstly**, to inform you as a buyer and/or user of the terms and conditions and modalities under which **INFINITUM** will handle the sale and delivery of the products/services purchased and, **secondly**, to tell you about the rights and obligations of **the parties** under the sale of the products/services by **INFINITUM** to customers (hereinafter "you" or "the Buyer").

These **GENERAL TERMS AND CONDITIONS OF SALE** shall apply without restriction or reservation to all sales of products/services made through the Website. When making a booking, you therefore acknowledge that you are aware of these **GENERAL TERMS AND CONDITIONS OF SALE** prior to doing so, and that you fully and completely accept them.

INFINITUM reserves the right to change unilaterally these **GENERAL TERMS AND CONDITIONS OF SALE** at any time. However, the terms and conditions you accepted at the time of making your booking shall apply.

These **GENERAL TERMS AND CONDITIONS OF SALE** include the **General Terms of Use** for the Website and are supplemented by the provisions of the **Privacy Policy** and the **Cookie Policy**.

3. Products and services

For the purposes of these **GENERAL TERMS AND CONDITIONS OF SALE**, it is understood that the business activity that **INFINITUM** conducts through its Website includes the following:

- Golf Green Fee bookings and sales under different service types.
- Sale of tickets to Infinitum Beach Club under different service types.

4. Access by users

By simply accessing the Website, you are deemed to be a user of it.

Using the Website's services is free of charge and involves no commission or cost of any kind for accessing

it, with the exception of the costs of connecting via your selected telecommunications network provider, the costs of which are borne by you.

Access via third-party applications (such as Facebook) means that security of access via said channel is the responsibility of those organisations. The Website also disclaims any direct or indirect responsibility for systems crashes or unavailability of the Website or any similar situation.

5. Rules regarding use of the Website

You are responsible for any of your content that is published, including its veracity.

By using this Website, you agree that the majority of communications with **INFINITUM** will be done electronically (via email and notices posted on the Website).

For contractual purposes, you consent to using this electronic means of communication and acknowledge that all contracts, notifications, information and other communications sent electronically by **INFINITUM** meet the legal requirement that they be in writing. This does not affect your statutory rights.

You may send notifications to and/or communicate with **INFINITUM** using the contact details stated in these terms and conditions and, where applicable, through the contact section of the Website. Similarly, unless otherwise stipulated, **INFINITUM** may contact you and/or send you notifications via the email address or postal address you have provided.

You undertake to make reasonable use of the Website's services and to comply with the **GENERAL TERMS AND CONDITIONS OF SALE**, and that **INFINITUM** reserves the right to limit such use if it deems it appropriate.

The Website is covered by the laws of Spain. **INFINITUM** does not warrant that the Website complies with the laws of other countries, either in whole or in part. **INFINITUM** declines any responsibility arising from such access.

The following are strictly forbidden:

- Using the **INFINITUM** name for professional or lucrative purposes directly or indirectly.
- Using the **INFINITUM** Website for purposes other than the purchase of products and/or services
- Making false or fraudulent purchases. If such a purchase could reasonably be deemed to have been made, it may be cancelled and the enforcing authorities informed.
- Publishing offensive content of any kind, including sexist, racist, defamatory and/or content that is contrary to current legislation in Spain and the European Union.
- Defaming, abusing, harassing, annoying, threatening or violating others' legal rights, such as rights to privacy or publicity.
- Using the Website for promotional purposes not expressly authorised by **INFINITUM** or disseminating unauthorised advertising content.
- Impersonating someone else, with all the legal consequences that this entails.
- Disseminating, publishing or soliciting information that encourages any act to be committed that is unlawful in its jurisdiction - including, but not limited to: electronic fraud, spam, phishing, spoofing, forgery and any other type of conduct that is considered to be illegal.
- Making fraudulent use of the Website in any way.

6. Intellectual and Industrial Property

The Website is protected by intellectual and industrial property rights. These include but are not limited to the following, which are provided by way of example: the content, graphic design, source code, logos, text, graphics, illustrations, photographs and other elements that appear on the Website. You therefore recognise that the reproduction, distribution, marketing, transformation and, in general, any form of exploitation using any procedure of all or part of the Website constitutes an infringement of **INFINITUM**'s intellectual and industrial property rights (or those of its owner) unless you have obtained prior express authorisation.

Any use outside of **INFINITUM** - including the reproduction, modification, distribution, transmission, republication, rearrangement or representation of any elements thereof - is strictly prohibited except with the express written consent of **INFINITUM**.

You may not modify or use said intellectual and industrial property in such a way that its disclosure would be detrimental to **INFINITUM**.

INFINITUM will claim for any damages arising from the improper use of its intellectual and industrial property by third parties.

INFINITUM does not grant any kind of license or authorisation of use over its intellectual and industrial property rights or on any other right or property related to the Website, the services or contents.

7. Reporting of infringements

If you infringe intellectual and/or industrial property rights or any other third parties' rights, you will be warned by **INFINITUM** at the time it becomes aware of such infringements to cease publication of the infringing content. In this case, you will be liable for such infringements.

If any person or entity considers that the content published on the Website infringes their rights to honour, privacy, image or any other right, they may communicate this to **INFINITUM** by any of the forms of contact listed on the Website, including the phrase "Infringement of Rights" in the subject line, and requesting that it be removed and provide the following information:

1. Identification of the rights protected by applicable legislation that are considered to have been violated.
2. Identification of the content that allegedly infringes the rights in question, along with reasonably sufficient information to enable **INFINITUM** to locate such material on the Website.
3. Contact information (physical address or email and telephone number) so that **INFINITUM** can communicate with that person or organisation.
4. A statement that such person or organisation claims that the information included within the notification is true and accurate and that they are the owner of the rights that are allegedly infringed or are authorised to act on behalf of the owner of the rights and.
5. A copy of their identity card, passport or other document proving their identity.

INFINITUM will handle the request and if it considers that the person or organisation has provided justified reasons or grounds for requesting the withdrawal of such content, it will proceed immediately to remove it from the Website so that it is not accessible to users, including from the cache memory.

8. Formalising the agreement and making bookings

The Buyer can choose to optionally formalise an agreement with **INFINITUM** to buy products/services in any of the languages in which these **GENERAL CONDITIONS OF SALE** are available on the Website.

8.1 Fees and rates

The fees of the products/services offered on the Website are stated in euros (€) and will be those that are in force at the time of your **booking**. The term "booking" has the meaning as described in point 8.2 of these **GENERAL TERMS AND CONDITIONS OF SALE**. The rates for the products/services that appear on the Website may be changed by **INFINITUM** at any time, and the applicable price will be that which is displayed on the screen when making your booking.

The prices shall include Value Added Tax (VAT) which, if appropriate, may apply on the date of your booking in line with current rules and regulations. Any change to the applicable rate will automatically affect the price of products/services offered by **INFINITUM** through the Website.

8.2 Booking Process

Registered users can book products/services through the Website, using the means and forms in place for that purpose.

Making a booking implies your acceptance of these **GENERAL TERMS AND CONDITIONS OF SALE**, notwithstanding any Particular Terms and Conditions the Parties may agree to.

By accepting the contract, you expressly agree to comply with current Golf rules and conduct, as covered by the R&A, as well as the rules of use and etiquette set out by Infinitum Golf and displayed in its clubhouses.

Please follow infinitumliving.golfmanager.com's procedure for making purchases, by selecting the products and/or services you want and adding them to your shopping basket. You will have the option of checking your booking details and be able to correct any errors before confirming. Once you confirm your booking by clicking on **PAY** you are deemed to have accepted, fully aware of the contents and terms and conditions of the booking in question. In particular, the fact that by making a booking, it implies an obligation to pay based on the fees and charges, characteristics, and the quantities of products/services offered and requested by you.

When you make your booking and pay the full amount, you do so on behalf of and with the consent of anyone for whom you are making such booking.

Your booking will be confirmed by **INFINITUM** via email to you (the booking confirmation email). This will contain information about the essential characteristics of the products/services bought, as well as a list of all people covered by the booking and a detailed breakdown of the price and payment method.

Please note: this email will be sent to the email address provided for identification purposes during the registration process, prior to making your booking. If appropriate, this information may also be shown in your personal user area on the Website.

INFINITUM shall not be held liable for any errors made when you enter your email or if you do not receive the booking confirmation email. The sale is final except in cases where **INFINITUM** cancels the booking.

Once the purchasing process has been completed, you are entitled to receive a paper invoice along with your booking. The issuing of electronic invoices will be based on your prior express consent, given during the purchasing process. This consent can be revoked at any time, by sending an email to info@infinitumliving.com

Lastly, **INFINITUM** reserves the right to suspend or cancel fulfilment of an agreed product/service, regardless of its nature and extent of fulfilment, in the event of non-payment or partial payment of any amounts owed by you, or where there are issues with payment, or in the event of successful or attempted fraud, related to the use of the **INFINITUM** Website, including fraud committed in connection with previous bookings.

9. Payment

9.1 Forms of payment

You can pay for purchases on the Website using the following forms of payment: bank card. The following bank cards are accepted on the **INFINITUM** Website: Visa and MasterCard.

Credit cards are subject to verification and authorisation by the issuing bank. In the event that the bank does not authorise the payment, **INFINITUM** shall not be responsible for any delay or non-delivery and will be unable to confirm your purchase.

9.2 Methods of payment

All bookings must be paid in euros and include all applicable taxes and duties. Bank charges, if any, are borne by the Buyer.

9.3 Security for payment transactions

To ensure the security of payments made by bank card, you will be asked to provide **INFINITUM** with the 3-digit card verification value (CVV) on the reverse of the your bank card.

As part of the fight against fraud on the internet, details relating to your booking may be sent to third parties as authorised by law or designated by **INFINITUM** for the sole purpose of verifying your identity as well as the validity of the booking, the form of payment used and scheduled delivery.

INFINITUM employs all measures to ensure the confidentiality and security of any payment details you send as part of purchases made via the Website. As part of this, the Website uses a secure SSL (Secure Socket Layer) payment system.

10. Cooling-off and cancellation rights and periods

10.1 Cooling-off and cancellation rights and periods

10.1.1 Time limit for exercising your statutory right to cancel

In accordance with applicable regulations, for service contracts, you have a **maximum of 14 calendar days** from when the contract is concluded to exercise your legal right to cancel without giving any reason.

This cooling-off period expires after 14 calendar days from the day the contract is concluded.

10.1.2 Products excluded from the statutory right to cancel

In line with applicable regulations, there are exceptions to the legal right to cancel, as set out in Article 103 of Royal Legislative Decree 1/2007 of 16 November. This includes but is not limited to bookings relating to:

- a) The provision of services where the service has been fully provided, and if the contract includes a requirement that you, the consumer or user, pay once delivery has begun, with your prior express consent and in the knowledge that once the company has fulfilled the contract in full, you will have lost your right to cancel.

- l) The provision of accommodation services for purposes other than housing, the transportation of goods, car rental, food or services related to leisure activities, if the contracts provide for a specific date or period for provision of these services.

Please note that your legal right to cancel does not apply to the contract.

11. Policy for cancellation and changes

11.1 Cancellation of Tee Time bookings

Cancellations made up to 48 hours prior to the start time will be reimbursed at 100% of the total amount paid, using the same payment method you used when making the purchase.

For cancellations made with less than 48 hours' notice prior to the start date of the service, there will be a penalty of 100% of the total amount of the booking, meaning that there will be no refund.

For Tee Time packages, the service start date shall be taken to be the date of the first trip on to the course.

11.2 Changing Tee Time bookings

To request a change to your booking, please contact **INFINITUM** Customer Services:

Telephone: +34 977 129 070

Email: info@infinitumliving.com

What changes can I make? You can:

- Reduce the number of players.
- Increase the number of players, subject to availability on the course.
- Change the Tee date or time, subject to availability on the course.

Please note: reducing the number of players in the order will be treated as a cancellation; please read our Cancellation Policy.

Once a request to increase the number of players is approved by **INFINITUM**, you will be asked to pay the appropriate additional amount. The change will be effective once payment is made.

Where a change to your Tee Time is agreed by **INFINITUM** and entails an increase in the total amount for your booking, you will be asked to pay the appropriate additional amount. The change will be effective once payment is made. If the change results in a reduction in the total amount for the order, the corresponding refund will be made.

11.3 Cancellation of Tee Times due to poor weather conditions

If **INFINITUM** needs to close the golf course due to adverse weather conditions (constant rain, thunderstorm or intense wind) and this prevents the agreed service from being provided, you shall be entitled to:

- If the player has not yet gone out to play, they will be offered the option of changing their Tee Time.
- If the golf course is closed during play, **INFINITUM** will issue a voucher valid for up to 6 months.

12. Liability and security for your purchases

INFINITUM guarantees to apply correct security and management measures regarding the processing of any personal data you have provided and which is needed for making online transactions. The sole purpose of using your login details is to verify your identity - this is required to validate your booking. By sending your bank card number and the confirmed validation of your booking will serve as proof of acceptance of your booking and the requirement to pay any applicable sums. The computer records held in **INFINITUM**'s computer systems and those of its associates shall be considered proof of the communications, orders and payments made between the Parties.

In particular, you are responsible for maintaining the security of your online transactions and/or password. **INFINITUM** does not therefore under any circumstances assume any responsibility for the fraudulent use of this data.

13. Customer service/Mediation services

For any additional information or query regarding the status of your booking or any returns or complaint relating to it, please contact **INFINITUM** Customer Services:

Telephone: 977 129 070

Email: info@infinitumliving.com

14. Liability

14.1 Capacity

Prior to making a booking, you declare that you have full legal capacity (over 18 years of age) to be bound by these **GENERAL TERMS AND CONDITIONS OF SALE**. Consequently, if someone who does not have legal capacity makes a booking on the **INFINITUM** Website, their legal guardians (parents or guardians) assume full responsibility for that booking and, in particular, are required to pay the applicable price.

14.2 Limitation of Liability

Unless otherwise legally provided for, **INFINITUM** accepts no responsibility for the following losses, regardless of their origin:

- Any losses that are not attributable to a breach on its part;
- Business losses (including business interruption, loss of revenue, loss of contracts, anticipated savings, data, loss of goodwill or unnecessary expenses incurred); or
- Any other indirect loss not reasonably foreseeable by either party at the time the agreement for the sale of the products was entered into between them.

INFINITUM's liability is also limited in the following situations:

- **INFINITUM** applies all appropriate measures in order to truthfully and accurately display the product/service on its Website. However it is not liable for any minimal differences or inaccuracies that may exist due to lack of resolution on the computer screen, or problems relating to your browser or other issues of this nature.
- Technical failures caused by accident or other reason that prevent the normal operation of the service over the internet. Lack of availability of the Website due to maintenance or other reasons, which prevents the service from being available. **INFINITUM** makes all its resources available for carrying out the process of purchasing, payment and shipping/delivery of its products. However, it is not responsible for causes that are not attributable to it, or for unforeseeable circumstances or force majeure.

- **INFINITUM** shall not be liable for any damages arising from the use of the Website, or for any action taken on the basis of the information provided therein.
- **INFINITUM** shall not be liable for potential security errors or disconnections that occur or for any damage caused to your computer system (hardware and software), files or documents stored therein, as a result of a virus in the computer you use to connect to the Website, or for the malfunctioning of your browser or due to you using browser versions that are not up to date.

In general, **INFINITUM** will not be responsible for any failure or delay in meeting any of its obligations where this is due to events beyond its reasonable control - that is, due to reasons of force majeure. This includes but is not limited to the following:

- Strikes, lockouts or other forms of industrial action.
- Civil commotion, revolt, invasion, terrorist threat or attack, war (whether declared or undeclared) or threat of or preparations for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- Inability to use trains, ships, planes, motor transport or other means of transport, whether public or private.
- Inability to use public or private telecommunications systems.
- Acts, decrees, legislation, regulations or restrictions imposed by any government or public authority.

The obligations shall therefore be suspended for as long as the causes of force majeure go on, and **INFINITUM** shall be given an extension to its period for meeting its obligations equal to the duration of the causes of force majeure. Despite the causes of force majeure, **INFINITUM** will make all reasonable resources available to finding a solution that will enable it to comply with its obligations.

15. Liability and limited liability for links from other websites

If you wish to display content from **INFINITUM**'s Website on your own website, you can put a link on your website to **INFINITUM**'s home page.

Websites that link to **INFINITUM**'s Website may use **INFINITUM**'s trademark, logo, trade name and/or any other distinctive sign only and exclusively under the circumstances legally authorised or expressly permitted by **INFINITUM**.

You may not in any way reproduce **INFINITUM**'s Website on your website, or establish frames or frameworks of any kind around the Website or allow it to be viewed through different internet addresses, or in conjunction with content from outside the Website, in a manner that generates or is likely to lead to the public mistaking or confusing the source of the content, or which involves making unfair comparisons or imitations, or exploits **INFINITUM**'s reputation and trademark, or is otherwise prohibited under applicable law.

If you enter the link to the **INFINITUM** Website, you may not under any circumstances make false or inaccurate statements about **INFINITUM** its staff and/or users or the quality of the content offered.

Any websites that link to **INFINITUM**'s Website shall not offer illegal, harmful or immoral content, that produces or may produce the false idea that **INFINITUM** supports or endorses the ideas, statements or actions of such users, or that are inappropriate in relation to the activity carried out by **INFINITUM**.

16. Liability and limited liability for links to other websites

To help users search for information or services of interest to them, **INFINITUM**'s Website may include hyperlinks or links to other websites that are not owned or controlled by it. **INFINITUM** does not control the content, legal terms, privacy policies or practices of third-party websites and assumes no responsibility for them.

You acknowledge and accept that access to other websites does not imply that **INFINITUM** recommends and approves their content, and that **INFINITUM** shall not be responsible for any loss or damage that users suffer, as a result of the availability of such websites, or as a result of the credibility you place on the completeness, accuracy or existence of any information offered through such websites.

INFINITUM will remove from the Website, or prevent access to, any links that refer to activities that are illegal or harmful to the rights or property of a third party, provided that a competent body has stated this to be the case, as provided for under current regulations.

17. Advertising

The Website may host advertising content. Advertisers are fully responsible for ensuring that material submitted for inclusion on the Website complies with any applicable laws. **INFINITUM** shall not be liable for any errors, inaccuracies or irregularities that may be contained in the content of advertisers of sponsors.

18. Data protection

As the data controller for the data included on the Website, **INFINITUM** will process all information entered onto the Website in accordance with the Privacy Policy on the infinitumliving.com Website, and as stated in the EU's General Data Protection Regulation (GDPR) and Spain's Data Protection and Digital Rights Act 3/2018.

You can exercise your rights of access, rectification, erasure, objection and (where applicable) portability and restricted processing, by sending an email to dpo@criteria.com. You can view additional and detailed information on data protection at: infinitumliving.com

19. Complaints and claims

You can send any complaints or claims it wishes to make to **INFINITUM** using the contact details provided at the start of these Terms and Conditions (General Contact Information).

INFINITUM will respond to any complaints received as soon as possible and always within no more than one month from when the complaint is submitted.

INFINITUM also holds complaint forms for consumers and users. Simply request one at any time, using the contact information provided at the start of these Terms and Conditions (General Contact Information) or using the following form:

[link to the complaints and claims form](#)

Information for buyers about the @E-commerce conflict-resolution platform.

Similarly, if a dispute arises between you and **INFINITUM** regarding this purchase agreement, you, as a consumer are entitled to request an out-of-court dispute settlement in accordance with Article 14.1 of EU Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 regarding online dispute resolution for consumer disputes and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. You can access this via the following website: <http://ec.europa.eu/consumers/odr/>

20. Miscellaneous

20.1 Partial disability

Should one or more of the provisions of these **GENERAL TERMS AND CONDITIONS OF SALE** be deemed invalid or declared invalid under any law or regulation, or as a result of a final decision taken by an enforcing authority, the remaining provisions shall remain in full force and effect.

a. Waiver exclusion

The failure of either party to exercise its rights in the event of breach by the other party of any of its obligations under these **GENERAL TERMS AND CONDITIONS OF SALE** shall not be construed as a waiver of future breaches of the obligation in question.

b. Applicable law and competent jurisdiction

These General Terms and Conditions are governed by Spanish law. For the purposes of resolving conflicts, the parties waive any other jurisdiction and submit to the courts and tribunals of the user's domicile or, where applicable, to the place where the obligation is delivered or provided.

20.2 Validity

These **GENERAL TERMS AND CONDITIONS OF SALE** shall remain in force until the contract between the parties comes to an end and each party's obligations have expired. These Terms and Conditions are subject to change. It is therefore the customer's responsibility to review them periodically, especially when making a booking, as the current Terms and Conditions at any given time shall apply.

Date Terms and Conditions reviewed: March 2022