

## **Legal Notice**

! We ask that you carefully read the following conditions of use for our website. By accessing our website and using the materials and information contained within implies that you have read and accepted these conditions without any reservation. There are sections within that also contain their own conditions or references to third-party pages. We ask that you access these to confirm acceptance of their respective terms. It shall be understood that the contracting of our services or the use of our content has been made under the express acceptance without reservation or restriction of the detailed conditions for it.

### **1. LEGAL CONDITIONS AND THEIR ACCEPTANCE**

**PINILLA LODGING S.A.** as the company owning the domain name <http://www.laposadapinilla.com> and responsible for the goods and services offered on this site, welcomes you. These general conditions regulate the service use of the Internet portal known as <http://www.laposadapinilla.com> (hereinafter, the "Portal") which the company offers free of charge to Internet users. The use of the Portal confers the condition of user of the Portal (hereinafter, the "User") and expresses the full adherence without reservation of the User to all of the General Conditions in the published version at the very time the User accesses the Portal. For that reason, the User should carefully read the General Conditions each time the Portal is used.

Prior to access and/or use of these services and content, the User should also carefully read the Conditions outlined in this page and in the "copyright" sections and others regarding restrictions or conditions of service. The access and/or use of these services and content imply full and unconditional acceptance of the Conditions proposed by PINILLA LODGING S.A at the time of access.

### **2. PURPOSE**

Through the Portal, PINILLA LODGING S.A. provides access to and utilization of various services and content that is available to the Users of the Portal, and/or third party suppliers of services and content. PINILLA LODGING S.A. reserves the right to unilaterally modify the presentation and configuration of the Portal at any time and without prior notice. It also reserves the right to modify or eliminate at any time and without prior notice, the Services and conditions required for access to and/or use of the Portal and the Services and the information contained within them, without implying any contractual alteration with respect to firm commitments made by the company with its users.

The information contained in this site may not be available at the time of visit to the site, and is therefore important to check the availability of services and information contained in the portal. By entering this portal, you understand and accept that PINILLA LODGING S.A. offers this information without any contractual obligation, and therefore no offer will be firm within this virtual space.

### 3. CONDITIONS OF ACCESS AND USE

PINILLA LODGING S.A. provides this information service along with the following restrictions that allow us to secure our information systems as well as the security of our users. These conditions may change periodically without prior notice, and we therefore suggest you review program updates. However, all changes we make will be to maintain security of information that is sent by the user and to seek improvements to information and service quality.

PINILLA LODGING S.A. assumes no liability for service slow-downs, the delayed delivery of information, failure of storage and any personal communication from a technical point of view. The user is responsible for having the necessary equipment for connection with our systems. In the event of server connection problems the user must notify the appropriate contact in the section named “*Contact us.*”

The Portal services offered by PINILLA LODGING S.A. are of a free nature for Users and there is no User subscription or registration.

The User agrees to use the Portal in accordance with law, morality, generally accepted good practices and public order, and with that presented in these Conditions. The User is obliged to abstain from using the Portal and its Services for the purposes or effects that are illicit, counter to that established in these General Conditions, damaging to the rights and interests of third parties, or in any manner that harms, disables, overloads or deteriorates the Portal and its Services, or impedes the normal use and enjoyment of the Portal and the Services by other Users or damages the image and prestige of PINILLA LODGING S.A. or any third party.

The User must abstain from obtaining and from attempting to obtain information, messages, graphics, drawings, sound files and/or images, photographs, recordings, software, and in general, any type of material that is accessible via the Portal or in the contents therein, by means or processes other than, given the case, those indicated for this purpose on the web pages where the content is found, or, in general, those that are usually used on the Internet for this purpose provided that they don't represent a risk of harm or disabling of the Portal, the Services, and/or the Contents, or alter the normal functioning of the system or violate the confidential information of PINILLA LODGING S.A. or its users.

The User is obligated to use the Contents in a diligent, proper and lawful manner. Any action to the contrary shall be the User's exclusive responsibility. The User agrees in particular to not perform the following actions:

- a) To use the Contents for purposes contrary to law, morality, and the generally accepted good practices or to international public order;
- b) To copy, reproduce, disperse, distribute, allow public access via any public communication means, transform or modify the Contents
- c) Eliminate, change, evade, or manipulate the terms of use and other identification data of the rights of PINILLA LODGING S.A. or of its holders incorporated in the Contents, as well as technical protection devices, access codes, user codes belonging to other users or any information mechanism that may be in the Contents;

d) Wrongfully use the Contents and in particular, any type of information obtained via the Portal or of the Services, in order to send publicity, to discredit or in any way affect its public image.

Upon using our services, you accept the following conditions:

To provide true, proper, complete and pertinent information about yourself and/or company when the system requires it, for which you are responsible for updating the data that you provide. If you provide false information or that which in any way jeopardizes the security or validity of our Communications or services, PINILLA LODGING S.A. reserves the unilateral right to suspend your account (if in fact we have provided service) or future use of the service, either temporarily or permanently. PINILLA LODGING S.A. recognizes the importance of protecting the confidentiality and privacy of information that the user provides us, and as a company we are obligated to employ all necessary security measures for the protection of such information.

The User agrees to diligently and faithfully observe any instruction given by PINILLA LODGING S.A. regarding the use of the Portal and its Services.

The User agrees to not transmit, disperse or make available to third parties via Open Forums, Social Networks available in the portal, email or other means that PINILLA LODGING S.A. may provide or that in any way PINILLA LODGING S.A. would participate or be privileged to, the following aspects:

- a) Information that in any way obstructs or attempts to obstruct fundamental human rights, the rights of children and adolescents and public freedoms constitutionally recognized in Costa Rica, national and international treaties and in the remaining legal order;
- b) Information that induces, incites, or promotes acts that are discriminatory, criminal, terrorist, degrading, defamatory, coercive, offensive, violent, or in general, contrary to law, morality, and the generally accepted public order;
- c) Information that induces, incites, or promotes acts, positions, movements, manifestations, attitudes or ideas that are discriminatory due to sex, ideology, ethnicity, religion, sexual preference, beliefs, age, or social condition. In this regard, PINILLA LODGING S.A. declares its respect for tolerance and diversity, and promotes a policy of protection of human rights and public order, and so will not take part in any ideology or action that gives evidence to such attitudes, for which the user will respect this impartiality.
- d) Information that incorporates or makes available or allows access to products, elements, messages, and/or services that are criminal, violent, pornographic, degrading, or generally against law, morality and generally accepted customs or public order, that harm the image of the company or of third parties.
- e) Information that incorporates viruses or other physical or electronic elements that may harm or impede the normal functions of the network, the system or information equipment (hardware and software) of third parties or of PINILLA LODGING S.A. or that can harm the electronic documents and stored files in said information systems.
- f) Information that surpasses the size that is authorized by the administrator, and that in any way harms our system of document transmission. PINILLA LODGING S.A. reserves the right to prevent the transmission, use

and distribution of information that goes against that put forth here when in its judgment it results as contrary to that put forth in these General Conditions. In that regard, administrative, civil, penal and commercial sanctions that correspond in the event of an infraction to these conditions will be applied.

- g) Infringe on transmission space, falsify the identity of the company or in any way cause harm to our electronic communication system.
- h) Information that in any way violates the rules, terms and conditions of use of the social networks mentioned in the portal.
- i) Information that in any way violates the intellectual property rights of PINILLA LODGING S.A. or of third parties.

#### **4. RESPONSIBILITY FOR DAMAGES AND HARM**

The User will be liable for damages and harm inflicted upon PINILLA LODGING S.A. as a result of breach of the obligations to which it is bound by the General Conditions.

Whoever uses this website does so under their own responsibility and at their own risk. PINILLA LODGING S.A. will not be liable for any harm caused by errors or omissions in our content or the content offered via links. PINILLA LODGING S.A. will not be liable for damage or harm that arise from the use of this website or actions made on the information base that we provide in our portal and its contents.

PINILLA LODGING S.A. does not guarantee against the presence of viruses or similar elements that may cause damage or alterations to the user's system, in electronic documents that we provide or in the user's files. We are therefore not liable for damages and harm that such elements may cause the user and to third parties. The user must review and make sure that the material on this site is free of any harmful element such as viruses and other anomalies that may cause damage to the system.

PINILLA LODGING S.A. does not guarantee the continuity and availability of this website, of the services it offers that may not be active when the user accesses it, and is not liable for any damages and harm produced or that may be produced in the future, or for technical defects that may come about from its use, or produced by using information, content and the services of the site.

#### **5. LA POSADA PINILLA PORTAL**

The use of this website implies that the user accepts and recognizes, without any limitation, all of the terms of these Conditions of Use and those specified in each page of the portal. PINILLA LODGING S.A. reserves the right to modify these conditions at any time and without prior notice. The user expressly accepts to submit to these Conditions, and to any judicial dispute that may arise from the use of this website, to the Laws of the Republic of Costa Rica and to the Arbitrative System of the Consumer Protection Commission of Costa Rica or, by default, to the jurisdiction of the Republic of Costa Rica. PINILLA LODGING S.A. reserves all of the rights of this web, including in a non-exhaustive nature, all of its pages, texts, images, frames, software and graphics. The distribution or modification in full or in part, of any content of this Portal is totally prohibited. Any use that is not expressly authorized, or any distribution or alteration of its content is illegal and is strictly prohibited.

Our Portal contains links to other websites. These links are not under our control and PINILLA LODGING S.A. is not responsible for the content and they do not constitute any recommendation or suggestion. PINILLA LODGING S.A. provides access to these links only for the benefit of the user, who upon accessing them assumes all responsibility. For information contained in the direct links on our menu and that contain our domain name, if constituting an offer from our company, the user should take as a solid suggestion for our services over which we assume strict responsibility.

The PINILLA LODGING S.A. portal and its contents do not constitute an offer to represent any person or corporation. Although the information contained in the same has been prepared by Legal Professionals, it in no way constitutes legal advice, but solely a brief description of PINILLA LODGING S.A. as well as the services that we offer. We disclaim all responsibility for any claims as a consequence of the contents of this website, one that only intends to be a guide with basic information related to the material. With the exception of that which we supply in a personal and onerous manner to our clients by way of an express contract for our services, the information and content do not in any way bind PINILLA LODGING S.A. nor does it constitute opinions, advice, consultations or legal counsel of any type, and only refers to services offered for informative purposes.