TERMS AND CONDITIONS

The terms and conditions set out below govern access to and use of the website of Viamariela SLU (hereinafter "FINCA SOLEÁ"), trading under the name Finca Soleá, hosted under the web domain www.fincasolea.com.

1. WEBSITE OWNER IDENTIFICATION

In compliance with the provisions of art. 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, it is hereby established that the identification data of the owner of the website are the following:

Company Name: Viamariela SLU (trading as Finca Soleá)

Tax ID: B91918128

Address: Avenida de Cádiz 13, 41004 Sevilla, España

Contact: Phone: +34 722 737 792. Email: info@fincasolea.com

2. PURPOSE

The purpose of these Terms of Use (hereinafter the "Terms") is to regulate access to, browsing of and use of the website of Viamariela SLU (Finca Soleá), as well as the contracting of the services offered therein. Accessing, browsing and/or using the Website implies acceptance of all the stipulations set out in these Conditions, as well as the Privacy Policy and the Cookies Policy.

There may be certain services and content accessible through the Website that are subject to particular conditions, which may replace and/or complement these Conditions.

3. USER CONDITION

The User is understood to be the person who accesses, browses and uses the Website, its services and/or the content hosted on it.

Access to the Website attributes to the visitor the status of User (hereinafter, the "User"), which implies adherence to and commitment to comply with all the terms and conditions published in this Legal Notice in the version in force at the time of access.

Access to the Website does not require registration, although certain services may require registration through the corresponding forms and acceptance of applicable terms. The User is responsible for the accuracy of the data provided and for keeping it updated.

Access to the Website does not imply any commercial relationship between FINCA SOLEÁ and the User.

4. USE REQUIREMENTS

To access the Website and its functionalities, the User will need a device meeting hardware and software compatibility requirements (which may vary over time) and an Internet connection. These factors may influence the performance of the Website and/or access to the services offered.

FINCA SOLEÁ is not responsible for the impossibility of access or deficiencies in the functioning of the Website and/or the services offered through it arising from the use of inappropriate devices, or from Internet service interruptions caused by network saturation or any other reason.

The User undertakes to use the Website and its services diligently, correctly and lawfully, in accordance with the law, this Legal Notice, these Conditions and any applicable instructions, as well as with generally accepted good

customs and public order. The User will refrain from any activity that is illicit, prohibited, or harmful to the rights and interests of third parties, or that could damage, overload, or impede the normal operation of the Website.

5. PRE-RESERVATION

Through the enquiry or contact form, the User may reach out to FINCA SOLEÁ to express interest in booking a stay. Once the request has been received, FINCA SOLEÁ will contact the User to confirm availability and, where applicable, the applicable conditions, through the contact details provided.

This communication is for information purposes only. A reservation is not considered formalised until confirmation has been issued and, where required, payment conditions have been met.

6. ONLINE RESERVATIONS

Through the Website, the User may make online reservations of the accommodations at Finca Soleá, as well as any other products or services marketed through the Website. Reservations may be made in Spanish or English.

The User must follow these steps during the booking process:

• Select dates and the accommodation of interest.

• Enter the number of guests who will be staying.

• Review the availability and rates shown for the selected dates.

• Select any additional services offered alongside the reservation.

• Review the payment and cancellation conditions.

• Provide payment card details to secure the reservation.

• Confirm and complete the reservation.

• Receive confirmation and proof of the reservation.

In order to make a valid reservation, the User must follow all instructions given, including reading and accepting these Terms and Conditions. Certain rates or promotions may be subject to special conditions, which will be made available to the User prior to acceptance.

FINCA SOLEÁ will request information necessary to process the reservation. The User undertakes to provide accurate and truthful information; failure to do so entitles FINCA SOLEÁ to cancel the reservation, and the User must compensate FINCA SOLEÁ for any resulting damages.

At the time of booking, FINCA SOLEÁ may request full or partial payment for the services contracted. If such payment is not made, FINCA SOLEÁ may cancel the booking.

Prices shown on the Website are those in force at the time of publication. FINCA SOLEÁ reserves the right to modify them without prior notice; the price in force at the time of contracting will apply to the reservation. Prices include VAT. Additional fees or taxes may apply in accordance with applicable regulations, and FINCA SOLEÁ will make reasonable efforts to inform the User of these prior to booking; in any case, the User is solely responsible for their payment.

In the case of payment by card, the cardholder must be the guest named on the reservation. Otherwise, FINCA SOLEÁ reserves the right to cancel the reservation, and the User will be liable to compensate FINCA SOLEÁ for any resulting damages.

Once the reservation is made, the User will receive an email confirming that it is being processed; final confirmation will be issued once the corresponding payment has been made and any other necessary requirements fulfilled.

The User may cancel the booking in accordance with the cancellation conditions communicated at the time of booking. Cancellations will only be considered valid if made through the procedures established by FINCA SOLEÁ; cancellations subject to a charge will be applied automatically. Modifications to a reservation may be subject to additional charges, which will be communicated prior to confirmation.

Additional services contracted during the stay, whether through the Website or on-site, will imply additional charges unless offered free of charge.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

The design, images, distinctive signs, trade name, trademarks, logos, products and services contained on the Website are protected by Industrial Property Law and belong to FINCA SOLEÁ. Access to or use of the Website does not grant the User any right over such elements.

The Website, its source code and the content accessed through it are the intellectual property of FINCA SOLEÁ and/or third parties and are not transferred to the User in any way.

FINCA SOLEÁ is the owner or licensee of all rights to the content of the Website. The User acknowledges that reproduction, communication, distribution, modification, alteration or decompilation of such content, whether for personal or commercial purposes, is strictly prohibited without prior authorisation from FINCA SOLEÁ.

FINCA SOLEÁ reserves the right to take legal action against Users who infringe these intellectual and industrial property rights.

8. AVAILABILITY OF SERVICES

The information, content or services offered through the Website are those that FINCA SOLEÁ decides at any given time and may vary. There is no obligation to keep any specific service permanently available.

FINCA SOLEÁ may suspend access to the services, in whole or in part, for Users who breach these Conditions.

9. WARRANTY AND LIABILITY OF FINCA SOLEÁ

FINCA SOLEÁ uses systems compatible with most market technologies but cannot guarantee compatibility with every device used by the User.

FINCA SOLEÁ does not guarantee the availability or continuity of the Website or the services offered, and is exempt from liability for performance failures, interruptions or delays arising from access to or use of the Website. The User accesses the Website and its functionality under their own responsibility.

FINCA SOLEÁ is exempt from liability in the event of improper use of the Website or its services by the User, and is not liable for unavailability caused by force majeure or temporary technical suspension, nor for damage arising from unforeseeable or unavoidable circumstances.

FINCA SOLEÁ cannot be held responsible for failures, technical errors, accidents or interruptions arising from products, equipment or technical services external to FINCA SOLEÁ that are necessary to access the services.

Although FINCA SOLEÁ acts diligently to prevent security breaches on the Website, absolute invulnerability of the security measures adopted cannot be guaranteed.

FINCA SOLEÁ is not liable for the legality or content of third-party websites from which the Website may be accessed, or which may be linked to or from the Website.

FINCA SOLEÁ will make reasonable efforts to keep the information on its Website updated and accurate; however, liability for damages arising from the lack of accuracy, completeness or timeliness of the content is excluded. Any decision made by the User based on information provided on the Website is taken under their own responsibility.

10. THIRD-PARTY LINKS

Any party wishing to create a link to the Website must inform FINCA SOLEÁ in writing at the registered address indicated in this Legal Notice. Such a link does not imply any association with the linked entity. FINCA SOLEÁ reserves the right to refuse such access at any time.

If the content or services provided by linked pages are unlawful or harm the rights of the User or a third party, FINCA SOLEÁ reserves the right to take the corresponding action, including blocking access through those links and, where appropriate, notifying the relevant authorities.

11. PERSONAL DATA PROCESSING

The conditions for the processing of personal data on this Website are set out in the Privacy Policy. The conditions for the processing of personal data submitted through the available forms are set out in the legal notice included with each of them.

12. COOKIES

This website uses cookies to improve browsing conditions. Details are available in our Cookies Policy.

13. MODIFICATION OF CONTENT AND CONDITIONS

FINCA SOLEÁ may add new features to the Website and/or modify these Terms and Conditions. Any update will be published on the Website so that Users are aware of the changes.

14. JURISDICTION AND APPLICABLE LAW

This Legal Notice shall be governed by and construed in accordance with Spanish law.

Any dispute arising from access to or use of the Website shall be subject to the exclusive jurisdiction of the Courts and Tribunals of Sevilla, without prejudice to any mandatory provision to the contrary.

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