

Name

Surname

E-mail address

Telephone

General Conditions

1. Introduction

The present document is intended to regulate the TERMS and/or GENERAL CONDITIONS for CONTRACTING the services of Reservation on-line (henceforward and without distinction, the on-line Reservation services for RESTAURANTE/ SUSHI BAR & LOUNGE KM5 (COMERCIAL EBUSITANA 2005, S.L.) with registered address at Eivissa, C/ Alsabini 80-81, apartamento A6, incorporated by means of the public document of articles of association granted in the presence of the Eivissa Public Notary, Mrs . Maria Eugenia Roa Nonide on the 1st of April 2005 and registered at the Company registry of Ibiza, Balearic Islands, at Volume 173 General, 172 of section 1, Sheet 158 with CIF (Tax ID) number B57335754 (henceforth referred to as Restaurante/ Sushi Bar & Lounge Km5), telephone +34 971 308575 and fax +34 971 308609. The Terms You and Person having the use of or User are employed here to refer to all of those individuals and/or entities which for any reason have access to www.km5-lounge.com or use its services.

The use of these services assumes the full acceptance without reservation and the validity of all and every one of the General Terms and/or Conditions which are automatically considered to be incorporated into the contract which is entered into with KM5 without the need for their written transcription onto the same and to be found in the final updated version of these General Terms and/or Conditions.

2. Use of the Restaurante/ Sushi Bar & Lounge KM5 on-line Reservation services

2.2. On-line Reservation Services

a. The on-line reservation Services for a specific date at the Restaurante /Sushi Bar & Lounge KM5.

The on-line Reservation services are intended to make a reservation for a specific date at the Restaurante/ Sushi Bar & Lounge Km5. THE USE OF THESE SERVICES ASSUMES THE FULL ACCEPTANCE WITHOUT RESERVATION AND THE VALIDITY OF ALL AND EVERY ONE OF THE GENERAL TERMS AND CONDITIONS WHICH ARE AUTOMATICALLY CONSIDERED TO BE

INCORPORATED INTO THE CONTRACT WHICH IS ENTERED INTO WITH KM5 WITHOUT ANY NEED FOR THEIR WRITTEN TRANSCRIPTION INTO THE SAME AND TO BE FOUND IN THE LATEST UPDATED VERSION OF THESE GENERAL TERMS AND/OR CONDITIONS.

b. Contracting procedures. By using the service, the user will receive an e-mail in which the establishment gives the information that their booking order is being processed for confirmation. If you are a consumer, once the reservation requirements for the booking are accepted by you, you will receive an e-mail which will serve as a confirmation of your reservation.

c. Warranty: The reservation is confirmed and guaranteed with a charge on the credit card.

Restaurant: If the reservation is for 9 to 14 guests, the pre payment will be of 200 €. If the reservation is from 15 to 19 people, there will be a charge of 400€ to the credit card that guarantees the booking (VAT and taxes included). The amount will be returned directly to the credit card the day after the reservation.

Bookings of 20 people and up are considered a group. The Restaurant KM5 had set menus and these reservations are confirmed with the deposit of the 50% of the budget.

Lounge: Bookings from 4 to 8 people will be charged with 200€. From 9 to 12 people the prepayment is 300€, 13 to 19 people the charge will be 400€(VAT and taxes included). The amount will be charged on the credit card to guarantee the booking and returned to the credit card the day after the reservation.

The minimum spend of the Lounge is 1 bottle every 3 guests. All the bottles come with 8 complementary soft drinks or 4 Energy Drinks Red Bull.

For groups of 20 people and up, KM5 confirms the booking with a prepayment of the 50% of the minimum spend. This quantity may vary depending on the number of persons of the booking.

Sushi: Reservations of 5 people or more will be confirmed and guaranteed with a deposit of 25€ per person (VAT and taxes included). The deposit will be returned to the credit card the day after the booking.

d. Termination of the contract or cancelation of the reservation: The upfront fee is a warranty. If the cancellation is made before 2p.m. the same day of the booking, you will get full refund of the amount paid in advance on your credit card. After this threshold, KM5 will keep in compensation the prepayment made by the customer.

f. Cost of the service. Prices are only valid in writing and during the period when they are shown. Where there are just reasons Restaurante/ Sushi Bar & Lounge KM5 reserves the right to change these rates without prior notice. The prices relating to the reservation will be shown during the reservation process. VAT is applied to the prices.

2.3 The user agrees to use the services in accordance with the law, moral, good behaviour and public order together with the provisions of these General Terms and/or Conditions for contracting. As a result it is obligatory not to use the services for illicit purposes or effects and/or contrary to the provisions established in these General

Terms and/or Conditions for contracting, against the rights and/or interests of third parties or which, in any way, may be prejudicial to the services, Restaurante/ Sushi Bar & Lounge KM5 and/or its image.

2.4 KM5 may, in the interests of greater efficiency and to the benefit of users, unilaterally modify at any time and without prior notice, the services provided or the operating, technical and use of the services Conditions. Similarly, with the intention of improving the service and establishing an optimum level of quality, the ultimate objective of the Restaurante/Sushi Bar & Lounge Km5, users may suggest those modifications which they consider to be useful by entering into contact with those responsible for the webpage through the e-mail address: info@km5-lounge.com

3. Protection of the personal information of users by Restaurante/Sushi Bar & Lounge KM5

Anyone using the on-line reservation services provided through www.km5-lounge.com, is voluntarily providing personal information (henceforth referred to as Personal Information) and expressly and in full and without reservation accepts that Restaurante/ Sushi Bar & Lounge KM5 processes the same and incorporates them into a file with the purpose of providing them with their services, the file being the responsibility of Restaurante/Sushi Bar & Lounge KM5 which is registered with the competent authorities.

Due to the characteristics which are proper to the business and the services of Km5 and for the best development and achievement of the business' objectives, the provision of personal information to third parties becomes necessary including international transfers. Said provision or transfer of personal information may be to other, interested third parties. The provision of personal information to said entities has the exclusive purpose of correctly providing the services which Restaurante/ Sushi Bar & Lounge KM5 provides.

I do not wish to receive publicity and comercial information in the terms previously set out.

The proprietors of the information have at all times the right to have access to the file and may exercise the right to rectify, cancell and oppose them in the terms brought together in the protection of data legislation. Similarly, the consent of the user to the processing and transfer of their personal information is revocable at all times without being retroactive in accordance with the provisions of sections 6 and 11 of the Organic Law 15/1999, of the 13th of December for the Protection of Personal Data.

To this end, it is sufficient to contact KM5 by e-mail info@km5-lounge.com or by writing to the registered offices located at Post Box 356, 07817, Sant Jordi de Ses Salines, Ibiza, Spain. Restaurante/Sushi Bar & Lounge KM5 guarantees that it has adopted the appropriate security measures on its premises, systems and files. Therefore KM5 guarantees the confidentiality of Personal information although it will be revealed to the competent authorities responsible for Personal Information which is held or is accessible through its systems and may be called for in conformity with the legal and regulatory provisions applicable. Users of www.km5-lounge.com guarantee and are

liable for the veracity, accuracy, validity and authenticity of the Personal information provided and agree to keep them duly up to date.

The services of Restaurante/Sushi Bar & Lounge KM5 are not intended for minors and KM5 does not request nor collect information in relation to underage persons.

Restaurante/Sushi Bar & Lounge KM5 may collect information using devices such as cookies or log files on the browsing of users of www.km5-lounge.com. Said devices are exclusively associated with a sole user and their personal computer. KM5 will only use this information together with the intention of improving its services. It is possible that KM5 may share the information with its client businesses although in the same way and in any case in global and statistical terms only.

The electronic document on which the reservation is formalized will be electronically stored for the period legally established. Customers may access their information exercising the corresponding rights of access in the form described above.

Operations for the consulting of customer account information and the requesting of services or products through the KM5 webpage will take place using a secure server. The software used by said server encrypts the information which the user introduces before transmitting them to Restaurante/ Sushi Bar & Lounge KM5. KM5 has strict security procedures relative to the storage and revealing of information with the purpose of avoiding all unauthorized access to the same in accordance with section 9 of Organic Law 15/1999 of the 13th of December for the Protection of Personal data valid in Spain.

4. Correct usage of the content of the website by the User

4.1 KM5 declares that the intellectual property rights (trademarks, business names etc.) which appear on this website are their property and/or are legitimately used by dint of agreements or licences for use being duly protected by the current regulations on Intellectual property Rights. The User is obliged to use the website diligently, correctly and licitly and in particular agrees not to:

(a) Suppress, avoid or manipulate the copyright, trademark and other identifying information for the rights of KM5 or its proprietors included in the content and/or products sold through the Restaurante/ Sushi Bar & Lounge Km5 website along with the technical protective devices, digital fingerprints or any other information mechanisms which the same may contain.

(b) Use the content and, in particular, information on KM5 obtained from the website to send publicity, communications with direct sales intent or any other commercial purpose, unsolicited messages directed to a plurality of persons.

(c) Reproduce or copy, distribute, permit public access using any means of public communication, transform or modify the contents unless with the authorization of the proprietor of the corresponding rights or what may be legally permitted.

(d) In general, use the content in order to, for purposes or effects which are contrary to the law, morals and best practise generally accepted or public order. KM5 grants no licence or authorization for use of any kind of the intellectual property rights or any other rights related to the website.

4.2. Procedure in case of violation of intellectual property rights. Should any user or third party consider that any of the content has been placed on the website in violation of their intellectual property rights, notification should be sent to KM5 with complete

and accurate indication of the information and the intellectual property rights supposedly infringed along with the website.

5. Right to amend the General terms and/or conditions of contracting

Restaurante/Sushi Bar & Lounge KM5 reserves the right to amend the present General Terms and/or Conditions of contracting, informing users of the amendments carried out through [www. Km5-lounge.com](http://www.Km5-lounge.com).

6. Exclusion of guarantees and liabilities

6.1 KM5 DOES NOT GUARANTEE THE RELIABILITY, AVAILABILITY OR CONTINUITY OF THE SERVICES MADE AVAILABLE TO THE USER AND THEREFORE IS EXCLUDED FROM ANY LIABILITY FOR THE DAMAGES AND/OR LOSSES WHICH MAY BE DUE TO THE UNAVAILABILITY, UNRELIABILITY OR LACK OF CONTINUITY OF THE WEBPAGE OR ITS SERVICES ALTHOUGH KM5 WILL ATTEMPT, WITHIN THE BOUNDS OF POSSIBILITY, TO MAKE TECHNICAL ASSISTANCE AVAILABLE TO THE PERSON AFFECTED AS WELL AS ATTEMPT TO RE-ESTABLISH IMMEDIATELY THE SERVICE MAKING ALTERNATIVE MEANS AVAILABLE WITHIN THE BOUNDS OF THEIR POSSIBILITIES.

6.2 KM5 IS NOT OBLIGED TO CONTROL AND DOES NOT PREVIOUSLY CONTROL, THE ABSENCE OF VIRUSES OR ELEMENTS IN THE CONTENT WHICH MAY RESULT IN CHANGES TO THE USER'S SOFTWARE OR HARDWARE OR THAT OF PERSONS VISITING THE PAGES AND WILL THEREFORE NOT BE LIABLE FOR LOSSES OR DAMAGE OF ANY NATURE WHICH MAY DERIVE FROM THE SAME.

6.3 SHOULD KM5, IN SPITE OF ACTING WITH DUE DILIGENCE AND CAUTION BE UNABLE TO PROVIDE THE SERVICE CONTRACTED FOR REASONS WHICH ARE NOT ATTRIBUTABLE TO THEM AND WHEN IT PROVES IMPOSSIBLE TO PROVIDE THE SERVICES IN THE CONDITIONS AGREED Restaurante/ Sushi Lounge & Bar Km5 WILL OFFER THE USER THE POSSIBILITY OF OPTING FOR A REFUND IN FULL OF THE SUMS PAID OR THE SUBSTITUTION WITH OTHERS OF SIMILAR CHARACTERISTICS. IF THE SUBSTITUTION OF THE SERVICE PROVES TO BE OF AN INFERIOR TYPE OR QUALITY, Restaurante/ Sushi Bar & Lounge KM5 WILL REFUND THE DIFFERENCE.

7. Safeguard for the general Terms and/or Conditions of Contracting

If one of the conditions in the present general terms and/or Conditions of contracting is declared null or ineffective the remainder of the general Terms and/or Conditions will remain valid in the terms agreed. Restaurante/ Sushi Bar & Lounge KM5 agrees to substitute the condition affected by the cancellation remaining as close as possible to the intention originally sought by the parties.

NONE OF THE CONDITIONS IN THIS CONTRACT WILL AFFECT IN ANY WAY THE PROVISIONS GOVERNING CONSUMER AFFAIRS. IF YOU ARE NOT A CONSUMER YOU EXPRESSLY RENOUNCE YOUR RIGHT TO DESIST.

8. www.km5-lounge.com and acceptance of the rules for use.

The user is aware that the use of the Reservation on-line services implies acceptance of each of the clauses which comprise the Rules for Use of www.km5-lounge.COM in its version published by Restaurante/ Sushi Bar & Lounge KM5 at the time when the user contracts the service. Said rules of use complete the present General terms and/or conditions in all matters where they are not contrary to the same. Therefore the user should be aware of the importance of consulting the rules on the present page prior to access and/or use of this service.

9. Applicable law and competent jurisdiction

These general Terms and/or Conditions of contracting are governed by Spanish law. For the resolution of any dispute which may arise with regard to the validity, execution, fulfilment or termination, in whole or in part, KM5 and the users submit themselves to the competence of the Courts and tribunals of Ibiza with express renunciation of their own jurisdiction or any other which may correspond to them. This contract constitutes the full and complete expression of the agreement between Restaurante/ Sushi Bar & Lounge KM5 and the user and replaces all prior agreements, pacts, commitments or manifestations, whether written or oral, which may have previously existed between both parties.

In all instances, any dispute which may derive from the provision of services at the Restaurante/ Sushi Bar & Lounge KM5 will be submitted to the tribunals of the consumer.