

ONLINE RESERVATION SERVICES - GENERAL TERMS AND CONDITIONS.

www.canaryshuttle.com

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INDEX

1. CONTENT AND COMPLIANCE.
2. IDENTIFICATION OF DOMAIN HOLDER AND SERVICE PROVIDER ID AND CONTACT DETAILS.
3. LEGAL CAPACITY TO BUY / BOOK ON-LINE.
4. ELECTRONIC DOCUMENT.
5. SERVICES, RATES AND PRICES.
6. DISCOUNT POLICIES.
7. PAYMENT METHODS AND PLATFORMS.
8. HOW TO BUY / BOOK ONLINE? HOW TO BUY/BOOK ON-LINE?
9. DELIVERY PROCESS OF COUPON/VOUCHER. TERMS OF USE.
10. BOOKING GENERAL TERMS.
11. DUARTION PERIOD OF THE CONTRACT.
12. BILLS.
13. PERSONAL DATA PROVIDED IN BUYING / BOOKING ON-LINE.
14. COMMERCIAL ELECTRONIC COMMUNICATIONS.
15. LANGUAGE.
16. CUSTOMER SERVICE. COMPLAINTS AND/OR CLAIMS.
17. GENERAL CONDITIONS - DURATION AND MODIFICATION.
18. NULLITY AND EFFECTIVENESS.
19. LEGISLATION AND JURISDICTION.

1. CONTENT AND COMPLIANCE

These are the GENERAL ON-LINE CONTRACTING CONDITIONS AND BOOKING CONDITIONS (hereinafter, the '**General Online Contracting Conditions**') applicable to the website. www.canaryshuttle.com (hereinafter, the 'Website'), which is mainly intended to provide information on the tourist intermediation services in terms of urban and suburban land passenger transport services provided in the Canary Islands (Spain) by the company MOVILIDAD TURISTICA CANARIA, S.A.U., as well as to carry out the on-line contracting/booking of these transport services. On the Web site there is information about products/services offered CANARY TOURIST SHUTTLE, S.L., allowing the purchase/book online of those services.

"User" is the person who accesses, uses or navigates through the Website, as well as the person who acquires the services and/or products, free of charge or for a fee, via the Website.

The complete legal information on the Website (hereinafter, the 'Complete Legal Information') is made up as a whole, constituting a unit, by the text contained in this document of General Conditions of on-line contracting, as well as by Legal Information, by the Privacy Policy and by the Cookies Policy, documents to which you can access directly by means of a link at the bottom of the Website (hereinafter, all the aforementioned documents jointly referred to as the 'Complete Legal Information'). Consequently, the interpretation and consideration of the Legal Information of the Website must be carried out jointly by all the documents.

Buying/booking on-line transport services, which CANARY TOURIST SHUTTLE, S.L. acts as an intermediary, implies the User's consent and full conformity with the entire content of the "Complete Legal Information" (Legal Information document which includes access, use and navigation terms, the Online Reservation Services - General Terms And Conditions document, the Privacy Policy and the Cookies Policy), so if you do not agree with any of the terms in this set of documents, please do not provide your personal data or use the website or any services on it, or carry out your purchase/booking online. The user can print and digitally store all these documents.

The User can print and digitally store all the aforementioned documents, which are permanently available via a direct access link available at the bottom of the Website.

It is recommended the reading of the Complete Legal Information (Online Reservation Services - General Terms and Conditions, Privacy Policy and Cookies Policy), on a regular basis, even every time you access the Web Site and, in any case, whenever you decide to carry out your purchase/ booking online and/or when providing us personal data via the website, because its content may be subject to change. Any modification will be duly published and will be always accessible on the website, referring to their version and date.

When buying/booking on-line transport services which MOVILIDAD TURISTICA CANARIA, S.A.U acts as an intermediary, we apply these Online General Terms and Conditions, which should be read by the user before starting the buying/booking process and even after the end of it. You can find them and will be always accessible at the bottom of the website.

Through the Web site, MOVILIDAD TURISTICA CANARIA, S.A.U. acts as intermediary between the user and the airport transfers service providers. Services are actually provided by the transfer service providers with which MOVILIDAD TURISTICA CANARIA, S.A.U. has established business to offer their services through the Web Site.

Service purchase/book online is intended for people acting for purposes outside a trade or business, taking the user a personal and private purpose. If the user is legal or professional entity and want to hire our products and services, please contact us by e-mail to reservas.canarias@alsa.es

2. IDENTIFICATION OF DOMAIN HOLDER AND SERVICE PROVIDER ID AND CONTACT DETAILS.

In compliance with the Law 3into force, it is informed that the domain holder of the website www.canaryshuttle.com (website) and the company that provides its services and offers its products through it as the person responsible for the treatment of personal data, is:

CANARY TOURIST SHUTTLE, S.L. ("CANARY SHUTTLE"), a Spanish corporation with Tax Identification No. A-33035585. Registered address: Calle las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain). Registration details: Registered at the Mercantile Register of Las Palmas, to Volume 2337 General Companies, Folio 126, Page GC-62011.

Tourist intermediary, with the license number: File No. I-0005039.1 of the Government of the Canary Islands.

To establish direct contact with CANARY TOURIST SHUTTLE, S.L.:

- Postal Address: C/ Las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain).
- Phone number: +34 928184608.
- E-mail: reservas.canarias@alsa.es

To exercise rights of personal data protection:

- Postal Address: C/ Las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain).
- Phone number: +34 928184608.
- derechosdatos.canary@alsa.es

3. LEGAL CAPACITY TO BUY / BOOK ON-LINE

To buy/book products and/or services through the Web site, the user must have at least 18 years old, must be the holder of the payment method used and have the required legal capacity to contract it. In case of a minor or without the necessary legal capacity to contract, do not book our services. He/she must have the consent of their legal representatives. MOVILIDAD TURISTICA CANARIA, S.A.U. is exempt from any responsibility for the breach of these requirements and reserves the right to prevent or not satisfy communications or the provision of services, due to lack of legal capacity. For proof of age and, when

appropriate, the authenticity of the consent of the parents/guardians/legal representatives, MOVILIDAD TURISTICA CANARIA, S.A.U. will have different procedures and may request a copy of the ID and may contact legal representatives to confirm the representation and authorization, even requesting documentation of their legal representation, without which the user cannot fulfil the request. In accordance with current regulations, legal representatives will be considered, in any case, responsible for all his/her acts.

It is expressly forbidden to spoof identity in any way, the adoption of false identities, the use of any personal data or information of third parties and the use of payment methods if the User is not the holder, as well as the use of any not truthful personal data. The User is obliged to provide through the Website only truthful information, being directly responsible for any issues caused to MOVILIDAD TURISTICA CANARIA, S.A.U. as well as the provision of any untruthful personal data by the User and/or to third parties from the breach of this obligation.

Making false or fraudulent purchases/reservations it is expressly prohibited and may be cancelled, without prejudice to the adoption of appropriate legal measures.

4. ELECTRONIC DOCUMENT

Any purchase/booking on-line of our products/services is subject to these Online Reservation Services - General Terms and Conditions, part of the sales contract, and implies the user willingness to acquire them, as well as his/her consent and full compliance with the contents of Online Reservation Services - General Terms and Conditions and Complete Legal information, so if you disagree with any of the terms of these documents, please do not use our platform to purchase/book on-line.

Once the purchase/book online is confirmed, you will have the voucher available, which shall include the purchase/reservation terms. The voucher and these Online Reservation Services - General Terms and Conditions, form the electronic document in which the contract is concluded, without prejudice to the documents that make up the Complete Legal Information which belongs to the buying/on-line process ([Legal Information](#), [Privacy Policy](#) and [Cookies Policy](#)). You can print and electronically store these documents at the time of purchasing/booking online, since the Online Reservation Services - General Terms and Conditions and documents published on the date of purchasing/booking on-line will be those that are of application. MOVILIDAD TURISTICA CANARIA, S.A.U. will store every voucher, but will not store these General Conditions nor other Complete Legal information documents for each user individually. These documents are always available on the Website, MOVILIDAD TURISTICA CANARIA, S.A.U. will keep all different versions published, that will be governing the contract for each period of their publication.

These On-line General Terms and Conditions contain the assumed obligations by the buyer and seller.

5. SERVICES, FARES AND PRICES

Through the website you can buy/book online services urban and suburban passenger land transport in which MOVILIDAD TURISTICA CANARIA, S.A.U. acts as an intermediary in the Canary Islands.

The services offered through the Web Site and its main features are:

- **Shuttle service.**

A shared transfer option from the airport to your accommodation and from your accommodation to the airport. Prices are per person.

A private transfer option with private driver.

Maximum waiting time at airport is 1 hour.

When you arrive at our office at the airport, we will tell you your assigned vehicle.

Maximum waiting time is 1 hour, from the moment you show up at our office.

Transfers from your accommodation to the airport.

At least seventy-two (72) hours before using the service, we will send an email with pickup time.

Having the flight schedule, we will make sure that the vehicle is at the airport at least 120 minutes before the flight departure time.

- **Private service.**

Transfer option with private driver. Prices are per vehicle.

Transfers from the airport to your accommodation.

Minimum waiting time.

When you arrive at our office at the airport, we will tell you your assigned vehicle. For this service we will assign a bus, minibus or taxi.

Transfers from your accommodation to the airport.

At least seventy-two (72) hours before using the service, we will send an email with pickup time.

Having the flight schedule, we will make sure that the vehicle is at the airport at least 120 minutes before the flight departure time.

- **Adapted service.**

Private service with wheelchair adapted vehicles. Prices are per vehicle.

A private transfer option with private driver.

Minimum waiting time.

Adapted transfers facilitating mobility of people in wheelchairs, etc. When you arrive at our office at the airport, we will tell you your assigned vehicle.

For this service, we will assign a bus or minibus with ramp or elevator for wheelchair users. Our driver will be more than happy to help you if you need it.

Transfers from your accommodation to the airport.

At least seventy-two (72) hours before using the service, we will send an email with pickup time.

Having the flight schedule, we will make sure that the vehicle is at the airport at least 120 minutes before the flight departure time.

You will be picked up by a minibus with ramp or elevator suitable for wheelchairs.

- **Premier service.**

Service with private driver in a luxury car.

Prices are per vehicle.

A private transfer option with private driver.

Minimum waiting time.

When you arrive at our office at the airport, we will tell you your assigned vehicle. For this service you will be assigned a luxury vehicle.

Transfers from your accommodation to the airport.

At least seventy-two (72) hours before using the service, we will send an email with pickup time.

Having the flight schedule, we will make sure that the vehicle is at the airport at least 120 minutes before the flight departure time.

All prices shown on the website are expressed in Euros (€) and include all applicable taxes, in this case, the General Indirect Canarian Tax (I.G.I.C.), under applicable law. When buying/booking online will be indicated the total price, detailing taxable income (subtotal), the corresponding taxes and, when appropriate, the discounts applied or amounts for special baggage, if any. Coupons/vouchers must be printed by the user and give it to the driver on the day of service, so there are no shipping charges for the vouchers.

6. DISCOUNT POLICIES

MOVILIDAD TURISTICA CANARIA, S.A.U. may provide discount codes to be exchanged in their on-line booking/purchase. The discount code will consist of a code to be entered by the User during the online purchase procedure. The discount code will have a limited duration. Each discount code is for a single use, so it can only be used for a single purchase/reservation. They are not cumulative. The discount code must be entered literally as it has been provided to you, respecting, where applicable, upper and lower case letters. In case you cannot use your discount code in your purchase/reservation, please contact us through the contact channels provided in section 2 before proceeding to the payment of your purchase/reservation on-line.

MOVILIDAD TURISTICA CANARIA, S.A.U. reserves the right to prevent the use of a discount code if there are reasons for believing the improper, illegal or fraudulent use by the user, without the right to any compensation. 7.

7. PAYMENT METHODS AND PLATFORMS

Purchasing/booking on-line through the website involves a payment obligation by the User. The payment method available on the Web site is by credit card. Charges will be made in real time, once we receive from the payment platform that all the data is correct and valid. These will be subject to the validations and authorizations of each of these payment methods. If those

entities do not authorize payments, CANARY TOURIST SHUTTLE, S.L. will not be responsible for the completion of the purchase/book online procedure. Security measures to be applied in the payment platform will be arranged by each of the entities, in this case, the entity of the credit card used in the purchase/reservation.

8. HOW TO BUY/BOOK ON-LINE ON-LINE PURCHASE/BOOKING PROCESS.

To purchase/book online click "**Book**" and follow the steps below for a successful purchase/booking.

STEP 1 OF THE BOOKING PROCESS.

Choose the type of service you want to book. Indicate whether you want a return trip, one way from airport or one-way from hotel, indicate date and time of your arrival and departure flight. Select the number of passengers who will use the service, distinguishing between adults (for this purpose, over 12 years old), children (under 12 years old) and infants (under 3 years old). Check if you will carry some kind of special baggage, which may be subject an additional amount that will be shown in the online booking process. If you have a discount code, enter it at this point. If you have a discount code, enter it at this point.

To continue with the booking process, and once the previous data is completed, click "Book".

STEP 2 OF THE BOOKING PROCESS.

The Website show the different type of service available for the data entered in Step 1.1 above. It will also show the total price (including taxes, applied discounts or special baggage costs, if any). Choose the type of service you want to book. For each of the services you can check the main features before making your purchase/booking. The prices shown are total prices including all applicable taxes, discount codes and special baggage costs, if you have entered them in the previous step.

Choose the type of service you want to book and click "Book Now".

STEP 3 OF THE BOOKING PROCESS.

The Website will show the content of reservation. Check the reservation details and price and enter your personal data for booking and billing. The fields marked with (*) are mandatory, the rest are optional. If the required data is not provided you cannot continue with the online purchase process. You can modify and/or delete items, and you will be redirect to previous steps to enter the correct data and you will need follow the steps again until you get back to this screen. The price shown corresponds to the total price including taxes and discounts, if any. If you agree with the booking content and price click on "Pay Now" to continue with the booking process.

Please enter a valid email. All communications regarding your reservation/booking, including confirmation and reservation number will be sent to this email address.

Enter the name of one of the passengers who will use the service, whom they will be billed and must be over 18 years old, presenting to the driver the voucher and identifying himself/herself.

To continue, you must check the box stating you have read and agree to the content of Legal Information, Online reservation services - General Terms and Conditions and the Privacy Policy, available through direct links the bottom of the web Site.

To continue the booking process, click "Pay Now".

You will then be redirected to the payment platform of the bank to perform card payment where you need to enter the necessary data to carry out the payment of your reservation.

All transactions will be in EUROS, independently of the country of origin of the customer.

STEP 4 OF THE BOOKING PROCESS.

Once the authorized payment on the payment platform is done, you are informed in this Step 4 if the booking is completed or not (in case of payment is rejected), confirming or not your

purchase/booking. Once and the payment is confirmed on the payment platform, you will have the voucher automatically available to print and digitally save it.

9. DELIVERY PROCESS OF COUPON/VOUCHER. TERMS OF USE

Once and the payment is confirmed on the payment platform, you will have the voucher automatically available to print and digitally save it. If you don't save it, in the confirmation email that you will receive, it will appear the booking number which you can use to obtain the voucher by entering your email address and booking number in the section "My Booking".

You must have this coupon/voucher the day you are going to travel and give to the driver at the moment of your transfer, so you can enjoy the service. Otherwise, the driver may refuse to make the transfer.

The voucher is VALID ONLY for the date and time selected, ceasing to be valid after this, being SINGLE-USE, so that once the driver has validated and you have used the service or after the service date, the voucher cannot be used again.

The voucher is also sent to MOVILIDAD TURISTICA CANARIA, S.A.U., so at the time of its presentation to the vehicle driver, this must match with the copy that he/she will have. Any data variation may involve the invalidity thereof, you may not use it. Keep the voucher during their journey, and you must show it at any request from our employees. MOVILIDAD TURISTICA CANARIA, S.A.U. reserves the right to not provide the service to those who do not have the corresponding valid voucher.

The sale of the voucher to third parties is prohibited.

10. BOOKING GENERAL TERMS

- All service requests (reservations/bookings) must be made at least 72 hours before the departure time.
- Once a booking is made following the mentioned procedure, you will receive a confirmation email at the email address you have provided. In the body of the email we will confirm your reservation and indicate the reservation number assigned to it, being this number the one to use to perform any action regarding your booking.
- Please check that your booking details are correct. Otherwise, let us know as soon as possible. The company is not responsible if the data entered is incorrect.
- The Prices are per person for Shuttle and services. For private and adapted services, the price is per vehicle.
- Each passenger may carry the following equipment: 1 additional bag and hand/carry-on luggage is included in the ticket price. The special baggage (bikes, surfboards, golf sticks, etc.) will be charged at the price stipulated in the purchase/booking online process.
- The transport company is not responsible for the breakages in luggage/suitcases caused by wear (wheels, zippers, handles).
- The transport company will not be responsible for the loss of hand luggage, keep it with you at all times. Please, properly guard your objects in the vehicle. The transport company is not responsible for the forgotten belongings.
- It is expressly forbidden to make false or fraudulent orders, being able to cancel them, without prejudice to the adoption of the appropriate legal measures.
- We are not responsible if you miss the flight or for any errors made when booking. Any errors known in advance, must be notified using the following email address: reservas.canarias@alsa.es
- The pick-up, drop-off point will be the MOVILIDAD TURISTICA CANARIA, S.A.U. Offices located in each of the airports, at the entrance of the hotel indicated in your purchase/booking.
- If the services contracted cannot be provided because of reasons attributable to MOVILIDAD TURISTICA CANARIA, S.A.U. or to the transport services provider, we will offer another vehicle of similar or better characteristics than those reserved by you and with identical price, letting you know in advance unless unforeseeable circumstances. The user may then decide whether to accept the alternative services. The user may decide at this moment to agree the alternative services offered or to terminate the contract and all the amounts paid will be refunded. If MOVILIDAD TURISTICA CANARIA, S.A.U. cannot offer other alternatives and is not able to provide the service, MOVILIDAD TURISTICA CANARIA, S.A.U. reserves the right to cancel the reservation, refunding the total amount paid.
- MOVILIDAD TURISTICA CANARIA, S.A.U. is not responsible for those cases when the service cannot be provided for reasons attributable to the User, to a third party, to any authority, public administration or unpredictable causes.
- MOVILIDAD TURISTICA CANARIA, S.A.U. will be responsible for informing the transportation service provider of all the purchases made on the Website, for the correct organization.
- The transport services provider cannot charge the user any amount.

Modifications/Withdrawal-Cancellation and Refund Policies.

Modifications and/or withdrawals-cancellations of reservations can be made up to twenty-four (24) hours before the first (or only) journey of the transfer you have reserved. You must send us a request for modification or withdrawal-cancellation by email to reservas.canarias@alsa.es. If the withdrawal-cancellation occurs within the period, 100% refund of the amount paid for the purchase/reservation will be made.

If the withdrawal-cancellation occurs within a period less than twenty-four (24) hours before the first (or only) journey of the transfer you have reserved, no refund will be made.

In case you do not show up at the arranged pick-up time, without previously informed us of your withdrawal- cancellation or modification in accordance with the provisions of this clause, as well as in case the transportation service could not be performed due to an imputable cause by the User, he/she will not be entitled to a refund of any amount.

In payments by credit card, the refund will be done to the card issuing entity and will be sent within (5) business days after verification.

In accordance with the Article 103 a) of Royal Legislative Decree 1/2007, of November 16, which approves the Consolidated Text of the General Law for the Protection of Consumers and Users and other complementary laws (LGDCU), the right of withdrawal will not be applicable to the contract with consumers-users once the service has been completely executed or when the execution has begun. For what the user lends from the moment he/she makes the reservation his/her previous express consent to that once the contracted service has been made or started, he/she will have lost his/her right of withdrawal. Also, where appropriate, in accordance with the provisions of Article 103 (l) of the normative (LGDCU), the right of withdrawal will not be applicable to the contract because there are activities related to car rental if the contracts provide for a date or a specific execution period.

The following causes can cause the termination of this contract: a) the agreement of the parties; b) supervening, legal or material impossibility, to comply with the contract; c) Failure to comply with the obligations; d) the general legal reasons.

11. TERM OF THE CONTRACT

Given the service characteristics, the duration period of the contract will be defined, so the termination of the contract and the obligations of the parties will be concluded at the time of completion of the transport service. This is without prejudice to the causes for termination and the established assumptions for cancellation of the purchase/reservation.

12. BILLS

If you want to receive paper invoices by post mail, you must notify us via email at reservas.canarias@alsa.es. If you wish to receive your invoice in electronic form by sending it to your e-mail address, you must expressly indicate this to us by e-mail. At any time, you can modify this option and ask for the paper bill using the email address above. The invoice will be done using the passenger name which data was provided during the process of buying/booking online. For any inquiries or clarification regarding billing, please let us know by email to facturacion.canarias@alsa.es

13. PERSONAL DATA PROVIDED IN BUYING/BOOKING ON-LINE.

The personal data provided in the purchase/booking online is subject to the rules on the protection data regulation and to our [Privacy Policy](#), which is available by direct link at the bottom of the web Site. We only obtain the personal data in the process of buying/book online, of one of the passengers and only at the moment of the use of the voucher. Our staff will request to show the voucher and to proof your identity by showing your ID.

14. COMMERCIAL ELECTRONIC COMMUNICATIONS

The electronic communications to be made by email or by other electronic methods using the contact details you have provided us will be necessary to properly process your request, subject concerned or the purchase you made of our products and/or services, so will not be used for commercial electronic communications.

As for the "electronic commercial communications" and in accordance with Article 21 of Law 34/2002 of 11 July, Information Society Services and Electronic Commerce (LSSICE), if you are customer of our products or services (such as the booking online), providing your email address, the company may send commercial electronic communications, for which you grant your express consent. Electronic commercial communications may include offers, promotions and advertising and commercial information related to our products and similar to those you previously purchased. You may object to the sending of these electronic commercial communications at any time by simply sending an e-mail to the following address: reservas.canarias@alsa.es or following the instructions provided in each commercial communication received via e-mail.

15. LANGUAGE

You can choose between Spanish, English, French, Italian and German by selecting the preferred language for your purchase/booking by selecting it on the top right-hand side of the Website. These Online Reservation General Terms and Conditions have been written in Spanish and translated into other languages. In case of conflict between languages, it is set as a priority for interpretation Spanish version.

16. CUSTOMER SERVICE. COMPLAINTS AND/OR CLAIMS

For any incident, claim or suggestion that needs to be made to MOVILIDAD TURÍSTICA CANARIA, S.A.U., we put at your disposal the contact details provided in section 2 of this document, as well as those established on the Website through the link "Claims and complaints" enabled at the bottom.

MOVILIDAD TURÍSTICA CANARIA, S.A.U.. will respond to your communication in the shortest possible time and in any case, within a maximum period of one (1) month from the submission of your claim.

Likewise, the official Claims Sheets are also available at the address previously provided.

17. GENERAL CONDITIONS - DURATION AND MODIFICATION

The Online Reservation Services - General Terms and Conditions will be those published on the Website at the moment you purchase/book online. MOVILIDAD TURÍSTICA CANARIA, S.A.U. reserves the right to modify, in whole or in part, at any time and without notice, the Online Reservation Services - these General Conditions and Conditions the booking. extension, improvement, concreteness or upgrade its contents, whether by legislative or jurisprudential or business strategy changes, without this amendment be retroactive. In case of modification, the previous version will cease, and modifications will be applicable from the published date. If any clause or content in this Online Reservation Services - General Terms and Conditions are declared null, the proper Booking Online Reservation General Terms and Conditions will remain fully effective and binding on the same terms, if they can be effective without invalid the clauses or text.

18. NULLITY AND EFFECTIVENESS

If any of the clauses or texts included in these General Online Contracting Conditions and booking conditions are declared null and void, the General Online Contracting Conditions and booking conditions themselves shall continue to be fully effective and binding on the parties in the same terms, provided that they can survive without the clauses or texts declared null and void.

19. LEGISLATION AND JURISDICTION

The online purchase in accordance with these Online Reservation Services - General Terms and Conditions comply with applicable law in Spain. Unless specific legislation resulting from application to establish another jurisdiction, the User and MOVILIDAD TURÍSTICA CANARIA. expressly submit to the Courts of Las Palmas de Gran Canaria for any controversy. Without prejudice to express our willingness to kindly resolve any dispute previously.

In compliance with the provisions of the Alternative Dispute Resolution Act, consumers can access the European Union's online dispute resolution platform by following this link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.