

## 1. TERMS OF USE.

**PRODUCCIONES DE PARQUES, S.L** offers you, via the website at the URL [www.katmandupark.com](http://www.katmandupark.com), the functionalities of an online platform (hereinafter, the “**Platform**”), through which it makes available to you, as its user (hereinafter “**User**” or “**Users**”), information on the facilities, activities and services related to the park, forms for Contact Requests, a sale service for the various types of tickets or, where applicable, of Season Passes for the Katmandu Park theme park (hereinafter, the “**Products**”), which may be purchased online through the Platform and in accordance with the terms of use and contractual established therein, etc.

### 1.- IDENTIFICATION.

- **Owner:** PRODUCCIONES DE PARQUES, S.L. (hereinafter, “**KATMANDU PARK**”).
- **TAX ID No.:** A-28.389.484
  
- **Head office:** Avenida Pedro Vaquer Ramis, no. 9; 07181 - Magaluf (Mallorca)
  
- **Public Registry:** Registered at the Companies Registry of Palma de Mallorca, Sheet PM-52615, Volume 2172, Page 44
- **Contact Telephone:** +34 971 13 46 60

### 2.- ADVANCE NOTICE.

Please read this document carefully. It sets the terms and conditions of use (hereinafter, the “**Terms of Use**”) governing access to and use of the online Platform of KATMANDU PARK, which is available at the following URL: [www.katmandupark.com](http://www.katmandupark.com).

The access and use of the Platform entail that you expressly and unreservedly agree to these Terms of Use, with this having the same force and effect as any contract entered into in writing and signed.

Compliance with it shall be required of any person who accesses or uses the Platform. If you do not agree with these Terms of Use, we recommend you do not use the Platform.

### 3. - PURPOSE AND SCOPE.

These Terms of Use regulate the access to and use of the Platform. However, KATMANDU PARK may modify its presentation, configuration and content, as well as the necessary conditions for accessing and using it when necessary. The modifications made in these Terms of Use shall be published in the same way as they are displayed, or through a release sent to Users. The access and use of the Platform after the entry into force of the amendments or the changes to these Terms of Use entail your full and unreserved acceptance of them.

However, access to certain contents and the use of specific services may be subject to special terms, which will be in all cases duly displayed on the Platform. These special conditions may substitute, complete or, where applicable, modify the Terms of Use. In the event of any contradiction, the special conditions will apply.

### 4.- WHAT IS THE PLATFORM?

The Platform is an online tool through which you can receive information on the facilities, activities and services related to the park, contact Kathmandu Park by duly completing the forms specifically provided for this purpose, and purchase online the various types of access Tickets or, where applicable, of Season

Passes offered by the Katmandu Park theme park, after your optional registration. To this end, as User of the Platform, you need to select the type of payment you want to use among those offered by KATMANDU PARK when purchasing the products, for the subsequent delivery to the email address provided.

All communications that KATMANDU PARK will have with you will be by electronic means or by phone.

## **5. - ACCESS, REGISTRATION AND DELETION FROM THE PLATFORM.**

### **5.1.- Access.**

Access to the Platform will be performed through the KATMANDU PARK website ([www.katmandupark.com](http://www.katmandupark.com)). For the purpose of accessing the sale services offered through it, you will need to click on the space called "Buy Tickets", or one enabled for such process, where you will see the various purchase options.

Access to the Platform and its contents is completely free.

Likewise, the access and use of the Platform entails that you agree to and undertake to comply with these Terms of Use, as well as the instructions or recommendations that are indicated in each specific case through the Platform.

You confirm you are eighteen (18) years old or older and have sufficient capacity to undertake the obligations arising from your actions on the Platform, as well as having previously read and understood these Terms of Use. We remind you that access to the Platform is prohibited to minors, and that KATMANDU PARK may make the verifications it deems necessary for this purpose.

### **5.2.- Registration.**

To access the purchase process you will be offered the possibility of registering on the Platform prior to the payment, through a form provided for this purpose. This registration will facilitate the process for purchasing our products in the future.

In no event shall KATMANDU PARK be held responsible for ensuring that the registration data you provide to us are accurate, and therefore you will be held liable for any consequences, errors and failures arising from such data lacking accuracy.

When you provide personal data through the form made available to you on the Platform, it will be necessary for you to previously agree to the [Privacy Policy](#). At KATMANDU PARK, we are committed to your privacy, so please do not hesitate to ask us any question regarding the processing of your data.

Upon registering via the form on the Platform, you must choose a user name and password complying with the safety and complexity rules established by KATMANDU PARK. Do not forget that your password must be personal and non-transferable, and that you cannot disclose it to third parties, even temporarily.

If you know or suspect that your password is being used by third parties, it is necessary for you to change it immediately and report this to KATMANDU PARK through our customer service.

Until such facts are reported, KATMANDU PARK shall be held harmless from any liability arising from the misuse of user names or passwords by third parties.

Notwithstanding the foregoing, you can change your password at any time via the tools that KATMANDU PARK provides to you through the Platform.

Once the registration process has been completed, you will receive an email confirming your registration at the email address provided.

KATMANDU PARK may deny you access to the Platform and/or the services and features offered through it if you fail to comply with the Terms of Use and/or Contractual Terms and the applicable regulations, and/or you make any improper use of them.

### **5.3.- Deletion.**

You will be able to request deletion from the Platform when you so desire it, by any of the following means: directly accessing your profile, using the form that we provide, or by a communication in writing to KATMANDU PARK, at the following mailing address: Avenida Pedro Varquer Ramis No 9, 07181 Magaluf (Mallorca), or by e-mail: [info@katmandupark.com](mailto:info@katmandupark.com) with the subject line DELETION FROM PLATFORM, or through the enabled channel of communication, indicating your user name.

In any case, you will be able to request a new registration, and KATMANDU PARK may not allow such registration in the event of a failure to comply with the provisions in the Terms of Use and/or Contractual Terms and/or in the applicable legislation.

Likewise, KATMANDU PARK may not allow such registration when there is any dispute or litigation pending resolution between the parties, or where such conflict has been resolved with the recognition of fault or negligence of the User and/or of damage caused to KATMANDU PARK, to its staff and associates, or to its Users, customers or prospects.

## **6.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

KATMANDU PARK is the owner of, or, where applicable, has the relevant licences to the rights of use for the intellectual and industrial property of the Platform, as well as all the contents offered on it, including, among others, the Platform itself, texts, photos and illustrations, logos, brands, graphics, designs, interfaces or any other information or content, and the services available through it.

The access and use of the Platform do not entail any forfeit, transmission, licence or assignment of all or part of these rights by KATMANDU PARK. When accessing the Platform, you obtain a right of use over the content and/or services of the Platform, during your use thereof, and only for the purpose of enjoying the service in accordance with these Terms of Use.

You will not be able to make any use of brands or registered trade names, or other distinctive signs, whether owned by KATMANDU PARK or third companies, without the consent of KATMANDU PARK or their legitimate owners. At no time, unless explicitly stated otherwise, access or use of the Platform or its content grants you any rights on the distinctive signs included in it.

KATMANDU PARK reserves all the intellectual and industrial property rights over the contents of the Platform. In addition, it is prohibited to modify, copy, reproduce, publicly communicate, transform or distribute, by any means and in any manner, all or part of the contents included on the Platform for public or commercial purposes without the explicit prior authorisation in writing by KATMANDU PARK or, where applicable, of the relevant rightholders.

Likewise, it is prohibited to delete or manipulate the copyright indications or other credits to identify the owners of the rights of the Platform's contents, as well as the technical devices for protection, digital fingerprints or any protection or information mechanism incorporated therein. Likewise, it is prohibited to extract any information from the Platform by any programming technique.

Both the services offered and the information contained in the Platform cannot be used for commercial or publicity purposes without the prior authorisation of KATMANDU PARK.

In any case, you undertake not to use the Platform for any unlawful or prohibited purpose.

In the event that you send any information to KATMANDU PARK, through any channels enabled for this, you declare, warrant and agree that such information does not infringe any intellectual property or industrial rights, trade secret or third party rights, and that this information is not confidential or harmful to third parties, for which you will otherwise be held liable.

You will be responsible for any communication you make to KATMANDU PARK. This responsibility covers the accuracy, legality, originality and ownership of such communication, and KATMANDU PARK shall be held harmless in relation thereto.

If you become aware of the existence of any unlawful, illegal content that is contrary to laws or that could create an infringement of intellectual and/or industrial property rights, you must immediately notify KATMANDU PARK so that it can take the appropriate measures.

## **7.- LINKS.**

In the event that the Platform presents links to Websites via various buttons, links, banners, etc., KATMANDU PARK informs you that they are directly managed by third parties, and that it cannot control or approve all the information contained in other platforms to which links may be made available via the Platform. Consequently, KATMANDU PARK takes no responsibility for anything related to any of such platforms or websites.

In any case, such links do not imply that there is some kind of relationship, collaboration or dependency between KATMANDU PARK, and the owner of the external application or website.

In this respect, if you become aware that the activities carried out through such web pages of third parties are illegal or contravene morals and/or public order, you should immediately notify this to KATMANDU PARK so that it can proceed to disable the link to them.

## **8.- USAGE RULES.**

It is not permitted to access or use the Platform for any unlawful or unauthorised purposes, with or without economic aims, for which you, as User, will be solely liable. In particular, prohibited uses include but are not limited to:

- Using the Platform so that it can cause damage, disruption, inefficiencies or defects in its operations or on the system of a third party;
- Using the Platform for the transfer, installation or publication of any viruses, malware or other harmful programmes or files;
- Using the Platform in a manner which would constitute a violation of the rights of KATMANDU PARK or any third party;
- Using the Platform to transmit or publish any material of a defamatory, offensive, racist, vulgar, disparaging, pornographic, or obscene or threatening nature, or that may cause offence to any person;
- Using the Platform illegally, in violation of good faith, morality and public order;
- Accessing or interacting with the Platform with a false identity, impersonating third parties or performing any action that might lead to confusion about the original identity of a message;

- Accessing without authorisation any section of the Platform, other systems or networks connected to it, any server of KATMANDU PARK, through hacking or counterfeiting, extraction of passwords or any other unlawful means;
- Violating, or seeking to violate, the security or authentication systems of the Platform or of any network connected to it, or the security or protection measures of the contents hosted on the Platform;
- Carrying out any act causing a disproportionate or unnecessary overload of the Platform's infrastructure or the systems or networks of KATMANDU PARK, as well as of the systems and networks connected to the Platform;
- Entering false data, whether the user is aware of this or not.

If you fail to comply with any of these obligations, KATMANDU PARK may take appropriate measures, including deleting or blocking your user account, and without any possibility of compensation for any damages caused.

## **9.- RESPONSIBILITIES AND WARRANTIES.**

KATMANDU PARK cannot guarantee the reliability, usefulness or truthfulness of absolutely all the information and documentation on the Platform.

Therefore, KATMANDU PARK does not guarantee, nor shall it be held liable for: (i) the continuity of content, services and/or the functionalities of the Platform; (ii) the absence of errors in such content; (iii) the absence of viruses or other harmful components in the Platform or the server that underpins it; (iv) the invulnerability of the Platform or the impossibility of violating the security measures adopted for it; (v) the lack of usefulness or performance of the Platform's contents; and (vi) the damage or harm that may be caused to yourself or a third party by any person who infringes the terms, regulations and instructions that KATMANDU PARK establishes, or through the violation of the security system.

KATMANDU PARK declares that it has taken all necessary actions, within its capabilities, to ensure the smooth operation of the Platform and minimise system errors, both from a technical point of view as of that of the contents published, and to avoid the existence and transmission of viruses or other harmful components for the computer systems of the Users.

KATMANDU PARK does not guarantee the legality, reliability and usefulness of the contents transmitted by third parties. If you become aware of the existence of any unlawful, illegal content that is contrary to laws or that could create an infringement of third party rights, you must immediately notify KATMANDU PARK so that it can take the appropriate measures.

In this regard, KATMANDU PARK has no obligation to monitor the content transmitted or provided by third parties, except as required by the applicable legislation, or when required by a competent administrative or judicial authority.

## **10.- SUSPENSION OF THE PLATFORM.**

KATMANDU PARK may suspend, modify, restrict or discontinue access to the Platform at any time, with or without notice, for those who contravene the Terms of Use, without the possibility of claiming compensation.

## **11.- GENERAL TERMS.**

The headings of the clauses are for information purposes only and will not affect, condition or amplify the interpretation of this document. Likewise, KATMANDU PARK may modify the terms and conditions set

forth herein, in whole or in part, publishing any change in the same form in which these Terms of Use appear, or via any type of communication addressed to users.

The temporal validity of these Terms of Use therefore corresponds to the time of their displaying, until they are modified in whole or in part, at which point the modified Terms of Use will come into force.

Regardless of the special terms that may be established, KATMANDU PARK may terminate, suspend or discontinue, at any time and without notice, the access to the contents of the Platform, without the possibility by the user to claim any compensation. After such termination, the prohibitions relating to the use of contents set forth above in this document will continue to remain in force.

Likewise, if the user fails to comply with the Terms of Use, KATMANDU PARK may suspend or cancel the user's profile automatically and without prior notice, and in no case such suspension or cancellation would give the user any right to any compensation. For these purposes, KATMANDU PARK hereby states that it may report and collaborate with the competent police and judicial authorities if it becomes aware of any breach of current legislation, or if it suspects the commission of an offence.

The purchasing of any product and/or service offered by KATMANDU PARK through the Platform shall be regulated by the general and/or specific terms for each specific service.

In the event that any provision of these Terms of Use and/or Contractual Terms is ruled invalid or unenforceable, in whole or in part, by any Court, Ruling or competent administrative body, such invalidity or unenforceability shall not affect the remaining provisions.

KATMANDU PARK's failure to exercise, or the partial exercise of any right or provision contained in these Terms of Use and/or Contractual Terms will not constitute a waiver thereof.

## **12.- APPLICABLE LEGISLATION AND JURISDICTION.**

KATMANDU PARK is committed to its users and the quality of the service provided, so please do not hesitate to contact us for any issue, since KATMANDU PARK intends to resolve amicably any incidents that may occur.

However, for any dispute related to this Platform or any website that depends on it, and provided that the legislation so permits, the Spanish law in force at the time of the dispute shall apply, with the jurisdiction for resolving any disputes arising out of or relating to the use of the Platform being entrusted to the courts of the city of Palma de Mallorca.

To submit claims related to the use of our services, you can send an email or a letter to the address in the "Identification" paragraph, with KATMANDU PARK undertaking to seek at all times an amicable resolution to a dispute.

Last Updated: July 2018.

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## **II. CONTRACTUAL TERMS.**

### **1.- IDENTIFICATION.**

- **Owner:** PRODUCCIONES DE PARQUES, S.L. (hereinafter, "**KATMANDU PARK**").
- **TAX ID No.:** A-28.389.484

- **Head office:** Avenida Pedro Vaquer Ramis, no. 9; 07181 - Magaluf (Mallorca)
- **Public Registry:** Registered at the Companies Registry of Palma de Mallorca, Sheet PM-52615, Volume 2172, Page 44
- **Contact Telephone:** +34 971 13 46 60

## 2. - INTRODUCTION.

This document establishes the General Contractual Terms (hereinafter, indistinctly, the “*Contractual Terms*” or *the “Agreement”*) governing the purchase of products offered by KATMANDU PARK through the Platform it owns. These Contractual Terms, along with the special terms, if applicable, expressly regulate the contractual relations between KATMANDU PARK and the users.

Any issue that is not expressly provided for in these Contractual Terms shall be reserved for KATMANDU PARK, without prejudice to the application of the legislation in force.

In this regard, you should carefully read these Contractual Terms before you make your purchase through the Platform. Upon making any purchase, you will need to expressly accept the Contractual Terms, remaining bound to them; therefore, if you do not agree with what is established herein, you will not be able to make any purchases.

The procedures for purchasing the products and/or obtaining the provision of services offered are available in the Contractual Terms, and, in certain specific cases, will be displayed on the screen during browsing; you therefore declare that you agree to these procedures to be able to access the products and services offered.

KATMANDU PARK may make the changes and/or updates it deems appropriate in these Contractual Terms due to technical or business circumstances. These changes shall be published in the same manner as they are displayed, or through a communication. In any case, it will be considered that you expressly agree to these changes or updates if you make a new order through the Platform, since you have to read them periodically, given that the ones in force at the time of placing an order will be applicable.

Access to the purchase process is completely free, at no additional cost, except those relating to Internet access, which you must bear as user.

When you check the “Buy” or similar box in the purchasing process, and follow all the required steps, you are expressly agreeing to these Contractual Terms, with this having the same effect as your written signature. Thus, you confirm you are eighteen (18) years old or older and have sufficient capacity to undertake the obligations arising from your actions on the Platform, as well as having previously read and understood these Contractual Terms.

For any questions relating to the Terms of Use and the Contractual Terms, you can contact KATMANDU PARK through the following mailing address: Avenida Pedro Varquer Ramis No 9, 07181 Magaluf (Mallorca) or by e-mail: [info@katmandupark.com](mailto:info@katmandupark.com).

Also, you can download a copy of the Contractual Terms by clicking [here](#)<sup>[2]</sup>. KATMANDU PARK recommends keeping a copy of these Contractual Terms in the computer system for every purchase you make.

The entire purchase process will be available for the user, at the very least, and unless the law provides otherwise, in Spanish and/or English.

### **3.- PURCHASE MECHANISM VIA THE PLATFORM.**

The products that are for sale shall be indicated in the Platform along with their features and their sale price to the public. KATMANDU PARK chooses which products are offered at any time through the Platform based on availability and business processes. In this regard, KATMANDU PARK may modify the catalogue of products that it offers online through the Platform respecting, as far as possible, the orders placed prior to the modifications or concrete offers it has committed itself to.

To purchase products through this Platform:

- You need to click on the space called “Buy Tickets”, or the one enabled for that purpose. Once you have gained access, you will have access to the products and the amounts you want to purchase, and add them to the purchase by selecting the product chosen. Thus, the products selected will be added to your purchase and you may continue with your purchase.
- You will be able to access the selected products in your cart when you want, by clicking on the icon enabled for this purpose, where you will be able to visualise the products selected so far, their amounts and the price (per unit, per product and total), you will be able to modify or cancel the order (except when a specific date or period of performance is provided). If you are a new user to the Platform, you will be given the possibility to register in the Platform before finalising the purchase, which will make it easier for you to purchase new products in the future.
- If you want to continue with the purchase process, you will need to press the button enabled for that purpose. Thereupon, you will be offered the possibility to: (i) register on the Platform; (ii) identify yourself (*Log on*) with your account, if you are already registered; or (iii) continue as a guest, if you do not wish to register on the Platform.
- After choosing one of the options described above, you will see a form where you will need to enter your personal data and add the e-mail address for the delivery of your products.
- Once the data have been validated, to confirm the purchase you need to read and accept the Privacy Policy of the Platform, by ticking the box enabled for such purpose, and, then click on the box that is available to confirm the order.
- Then, you will need to enter the payment method you choose among the ones offered by KATMANDU PARK on the Platform.
- If you want to finalise the process, you must confirm the purchase. If you do not want to purchase some or all of the products added to the Cart, do not confirm the purchase order.
- Once the purchase is finalised, you will see a screen summary of your purchase, without prejudice to the fact that you will also receive a confirmation via email within a maximum period of twenty-four (24) hours from making an order. Said confirmation will gather all the information related to the products purchased, their per unit price, and applicable taxes. Should you not receive this email, you need to check your “junk” or “spam” folder, and, if you cannot find it there, you need to notify KATMANDU PARK in the shortest time possible to solve the problem.
- Notwithstanding the foregoing, to get your entry Ticket or Season Pass, you will need to go to the park’s ticket office. The confirmation email will not be valid as ticket for the park.

You will find all the information of all orders placed in the dashboard of your account on the Platform, where, prior identification, you can see the order summary, the date, the amount, the payment method and the order’s status.

### **4.- ELECTRONIC CONTRACT.**

In accordance with Article 23 of Law 34/2002 of 11 July, on IT services and e-commerce, contracts that are entered into electronically produce all effect provided for by law when consent and the other requirements for its validity are in place.

In any case, the electronic form in which the contract is concluded shall be admissible as documentary evidence in the event of a dispute between the parties.



For these purposes, it shall be understood that following all the phases of the purchase process necessarily entails the provision of the required consent for the contract.

Similarly, and abiding by the provisions of article 27 of Law 34/2002, on IT services and e-commerce, prior to the purchase process, all the information relating to it is made available to Users; such information solely applies if the user decides to proceed to a purchase through the Platform.

In this regard, the Agreement between the parties is entered into from the moment the user completes the purchase procedure by pressing the corresponding button, it being understood that following all the stages of the electronic contract and the inclusion of all requested data entail, along with the ticking of the appropriate box on the acceptance of the Contractual Terms, a direct manifestation of the will to accept them.

KATMANDU PARK, as a Provider of IT services, will file the electronic document in which this Agreement is entered into. This electronic record will be accessible to users in the shipped orders section, from where they can download it and print it.

## **5.- PRICES.**

The sale prices of products will be the ones published in the Platform at any time and include the total amount, expressly including the Value Added Tax (VAT). These prices shall be publicly available and you can see them without needing to be registered in the Platform.

The products' prices are indicated next to the fact sheet for each product, including, where appropriate, the unit price, and expressed in the official tender in the European Monetary Union of the European Union, the Euro (€).

The prices for the products shown on the Platform may be amended without advance notice to the user. Nevertheless, the price of a product will not be changed once the process to purchase it through the Platform is initiated, except to include additional expenses connected to the sale or associated with the selected payment method. All these amounts will be broken down when the purchase process is finalised, if applicable.

The price that appears at the beginning of the purchase process is merely indicative, since the final price of the purchase is the one that appears displayed in this last phase.

Without prejudice to the foregoing, the user will receive a summary of contents and the final price in the confirmation email.

## **6.- ANNULMENT AND MODIFICATION.**

Once a purchase is finalised through our Platform, the User may not modify the products purchased. Therefore, we do not allow changes or returns if you have made mistakes in your purchase.

Likewise, taking into account the features of the products sold, the annulment of the purchase (withdrawal) in cases in which a specific date or specific period of performance are provided for shall not apply.

## **7.- PAYMENT AND INVOICING.**

The payment of orders will be made, at the user's choice, by one of the following methods, taking into account the specific terms of payment agreed by each User with KATMANDU PARK.

The payment of the amounts shall be made through a platform provided by a third-party financial entity that, in any case, will be hosted on a secure website under the secure SSL protocol. In addition, at no time will KATMANDU PARK have access to your banking details, which will be managed directly by the corresponding banking entities in our payment gateway.

In the event that the use of a specific payment method involves an additional cost, KATMANDU PARK will always notify you of this circumstance prior to the purchase, so that you can give your consent.

Once the order is placed and payment is made via any of the payment methods made available to you, KATMANDU PARK will automatically send to your address an email confirming the purchase, with which you can obtain the entry access or Seasonal Pass for the premises of the theme park Katmandu Park, by showing it to the park's ticket offices.

In accordance with Royal Decree 1619/2012, of 30 November, which approves the Regulation for invoicing obligations, the issuance of the entry ticket or Seasonal Pass shall entail the fulfilment of all obligations and requirements of dispatching an invoice and making it available.

We remind you that you can access your order history via the dashboard of your account. Likewise, we remind you that under no circumstances will tips of any kind will be admitted, for KATMANDU PARK what matters most is your satisfaction and delivering a quality service to you.

#### **8.- CONDITIONS FOR DELIVERING THE PURCHASED PRODUCTS.**

The delivery of the products purchased via the Platform is performed via the ticket offices in the Park, where the purchased entry Ticket, or, if applicable, the Season Pass, will be provided.

Said Ticket or Seasonal Pass may not be, in any case, tampered with or duplicated by the user, otherwise KATMANDU PARK will be entitled to void it.

#### **9.- PROMOTIONS AND GIFTS.**

The products in promotion and the items selected as a gift in campaigns that KATMANDU PARK may conduct will be identified as such in the product description, and will be subject to stock availability and until they are available.

If any of these products in promotion or gift items have run out, KATMANDU PARK will inform you of this and will end the campaign as soon as possible, not being obliged to sending it.

#### **10.- RESPONSIBILITIES.**

The parties undertake to comply with their legal and contractual obligations generated under this Agreement. If a party fails to comply with any of its obligations or impedes the fulfilment by the other party of theirs, the harmed party may claim compensation for the damage caused, both for ensuing damage and loss of profits.

Each party shall be held liable for any infractions it may have committed, with the other party not being liable for any errors, fault or negligence not attributable to it.

KATMANDU PARK will not be liable when the product is not available or when it is impossible to deliver it due to force majeure, error in the order or in the data that you may have provided to us. However, in these cases, KATMANDU PARK will immediately contact you to find the best solution to the issue.

KATMANDU PARK will attempt at all times to maintain products available through the Platform, except when the lack of availability is due to:

- Temporary inactivity of the Platform due to an update and/or technical maintenance, which will be reported with a 48-hour notice on the Platform, provided that KATMANDU PARK has knowledge of this in advance;
- Circumstances beyond the control of KATMANDU PARK: force majeure, problems accessing the Internet, technical problems beyond the reasonable diligent management by KATMANDU PARK, actions or omissions of third parties, etc.

In such cases, there will be no compensation by KATMANDU PARK for loss of profits, damage or harm.

In the event of closure or suspension of the Platform for causes beyond the parties' actions, KATMANDU PARK will notify you promptly of the transfer of the service to a new domain, and only the provisions of these Terms of Purchase relating to the domain in which the Platform is active shall be modified.

Likewise, KATMANDU PARK undertakes to ensure that the content, data or information on products offered on its Platform are reliable, truthful and accurate, being responsible for the advertised prices and features. However, KATMANDU PARK will not be responsible for the information that is entered, displayed or modified by third parties.

The reproduced photos, text, graphics, information or features that illustrate products for sale are merely illustrative and not contractual, so they may vary. However, we always strive to ensure that the products' description is as close as possible to reality.

For the purchase of products through this Platform, you undertake:

- Not to place a false or fraudulent order. If it can be reasonably deemed that you have placed such an order, KATMANDU PARK may void it, inform the relevant authorities and block you as User.
- To Provide KATMANDU PARK with the requested data in a truthful and accurate manner. By providing your data, you give your consent to KATMANDU PARK to use them if it is necessary to contact you. If you fail to provide all the necessary information, the order cannot be finalised.

If you find any errors in your data, or they are not up to date, you must notify KATMANDU PARK as soon as possible.

By making the payment, once the order is received, you guarantee that you are fully authorised to use the corresponding credit or debit card.

## **11.- CUSTOMER SERVICE.**

KATMANDU PARK, as owner of the Platform and being in charge of the marketing and sale of the products offered through it, makes available to you a customer service that will give you the due attention for all your inquiries, complaints and suggestions in connection with the purchase of the products offered through the Platform.

You can access the customer service via the following contract methods:

- Phone: +34 971 13 46 60
- E-mail: [info@katmandupark.com](mailto:info@katmandupark.com)
- Contact: <https://www.katmandupark.com/es/contacto/>

The service is available Monday to Saturday, 9 AM to 6 PM hours (GMT + 1).

## **12.- GENERAL TERMS.**

The headings of clauses are merely indicative, and shall not affect, condition or amplify the interpretation of the Terms of Use and/or Contractual Terms. Likewise, KATMANDU PARK may modify the terms and conditions set forth herein, in whole or in part, publishing any change in the same form in which these Terms of Use and/or Contractual Terms appear, or via any type of communication addressed to users.

The Terms of Use and/or Contractual Terms may be amended in whole or in part, at which point the modified Terms of Use and Contractual will come into force.

In the event that any provision of these Terms of Use and/or Contractual Terms is ruled invalid or unenforceable, in whole or in part, by any Court, Ruling or competent administrative body, such invalidity or unenforceability shall not affect the remaining provisions.

KATMANDU PARK's failure to exercise, or the partial exercise of any right or provision contained in these Terms of Use and/or Contractual Terms will not constitute a waiver thereof.

## **13.- APPLICABLE LEGISLATION AND JURISDICTION.**

KATMANDU PARK is committed to its users and the quality of the service provided, so please do not hesitate to contact us for any issue, since KATMANDU PARK intends to resolve amicably any incidents that may occur.

However, for any dispute related to this Platform or any website that depends on it, and provided that the legislation so permits, the Spanish law in force at the time of the dispute shall apply, with the jurisdiction for resolving any disputes arising out of or relating to the use of the Platform and/or the Products available through it being entrusted to the courts of the city of Palma de Mallorca.

To submit claims related to the use of our services, you can send an email or a letter to the address in the "Identification" paragraph, with KATMANDU PARK undertaking to seek at all times an amicable resolution to a dispute.

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