



## Terms & Conditions of Use

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## **1. Object**

Through the website [www.theplacebnb.com](http://www.theplacebnb.com), hereinafter called “website”, Multiverse Investments & Marketing S.A.S. a Colombian company that owns the website [www.theplacebnb.com](http://www.theplacebnb.com), and The Place B&B, trade name registered with the Cali Chamber of Commerce, provides users with access to various services, links and content such as information, news and data of interest for the community at large. Multiverse Investments & Marketing S.A.S. may modify at any time the presentation, configuration and location of the website, as well as the content, services and conditions required for its use.

## **2. Conditions of access and use of the website**

The user must use the website, the contents and services offered in an appropriate and lawful manner, in accordance with the applicable legislation, the general and particular terms and conditions of use and other instructions provided on the website. The user must refrain from: a) making unauthorized or fraudulent use of the website, content or services; b) access or attempt to access resources or restricted areas of the website, without complying with the conditions required for said access; c) use the website and/or the contents and services for illicit, illegal purposes, contrary to what is established in these general conditions, to the particular conditions, to good faith and public order, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload or prevent the normal use of the website; d) introduce or spread computer viruses on the network or perform actions that may alter, interrupt or generate errors or damage to electronic documents, data or computer systems (hardware and software) of Multiverse Investments & Marketing S.A.S.; e) try to access, use and/or manipulate the databases of Multiverse Investments & Marketing S.A.S.; f) reproduce, copy, distribute, transform or modify the contents, unless you have the authorization of the owner of the corresponding rights or this is legally permitted; g) delete, hide or manipulate the notes on intellectual property rights and other data identifying the rights of Multiverse Investments & Marketing S.A.S. or of third parties incorporated into the content, as well as the technical protection devices or information mechanisms that may be inserted in the content and services; h) impersonate the identity of another user, when using the services offered on the website; i) communicate false or inaccurate data; and, in general, to carry out any conduct that generates any type of damage to the website, to Multiverse Investments & Marketing S.A.S. or to third parties. The user will be liable for damages of any nature that Multiverse Investments & Marketing S.A.S. may suffer, as a result of the improper use of the website, an event in which Multiverse Investments & Marketing S.A.S. will exercise the pertinent legal actions.



### **3. Privacy and Protection of Personal Info**

#### **3.1. Data of a public nature**

The information that the user provides through the website or through physical or electronic forms in compliance with the duty of registration, update or renewal, in the commercial public registries, proponents, non-profit entities, the national tourism registry and other registries. that are of a public nature by Multiverse Investments & Marketing S.A.S., will be governed by the principle of publicity that is their own and by the rules and principles enshrined in the rules that regulate them.

#### **3.2. Purpose of personal data that are not public**

The user who accesses the website is not obliged to provide personal information, therefore, any provision of data will be made voluntarily. Notwithstanding the foregoing, some virtual services available on the website will require the user to fill out a registration form for their use. The personal data that the user provides in any of the forms available on the site, will be used for the provision of the requested service and will be incorporated into a database whose responsibility and management is in charge of Multiverse Investments & Marketing S.A.S. The data that have the character of personnel supplied in forms other than public records, will be managed confidentially and with the purpose of providing the services and support required by the user, with due constitutional, legal guarantees and other regulations applicable to the protection of personal data. Multiverse Investments & Marketing S.A.S. refrains from transferring, selling or sharing the personal data collected, without the express authorization of the user. Likewise, Multiverse Investments & Marketing S.A.S. will update, rectify or delete the data when they are inaccurate, incomplete or no longer necessary or relevant for the initial purpose.

#### **3.3. Data quality**

For the completion of the forms provided on the website, no user may use the identity or data of another person. At all times the user must consider that he can only include data corresponding to his own identity which must be adequate, pertinent, current and true. The user will be solely responsible for any damage that may be caused to third parties or to Multiverse Investments & Marketing S.A.S. for the use of personal data of another person or, when referring to their own data, includes erroneous, false, outdated, inadequate or irrelevant information. Multiverse Investments & Marketing S.A.S. You can confirm the personal data provided, going to public entities, specialized companies or central information, to verify the veracity of the same. The information that Multiverse Investments & Marketing S.A.S. obtained from these entities will be treated confidentially.



### **3.4. Exercise of the right of Habeas Data**

The user may exercise his right to know, update, rectify and delete the personal data that he has provided to Multiverse Investments & Marketing S.A.S., by sending a communication to the email [multiverseim1@gmail.com](mailto:multiverseim1@gmail.com) indicating the request or right that he exercises, name and surnames of the user and contact information to receive notifications. This right may be exercised, among others, against partial, inaccurate, incomplete, fragmented, misleading data, or those whose treatment is expressly prohibited or has not been authorized by its owner. In the case of data that is part of the public records, the owner must request its update by private document which must be presented personally or with proof of personal presentation before a notary, in Multiverse Investments & Marketing S.A.S. and pay the fee established for that purpose.

### **3.5. Cookies**

Multiverse Investments & Marketing S.A.S. uses cookies during the provision of website services. Cookies are physical files of personal information that are housed in the user's own terminal. If the user leaves the website through links to other sites, Multiverse Investments & Marketing S.A.S. will not be responsible for their privacy policies or for the cookies they may store on the user's computer.

### **3.6. Security measures adopted in relation to the processing of personal data**

Multiverse Investments & Marketing S.A.S. informs the user that it has adopted the technical, legal and administrative measures necessary to guarantee the security of personal data and prevent its alteration, loss, treatment or unauthorized access.

### **3.7. Sending commercial, promotional or service information**

Prior to data collection, users will be asked for their express consent so that Multiverse Investments & Marketing S.A.S. You can use them to send you information or advertising via email or text messages to mobile phones. If the user subsequently wishes to revoke the consent granted to receive commercial information via email or by any other similar or equivalent means, they may communicate it by sending a message to that effect to the email address [multiverseim1@gmail.com](mailto:multiverseim1@gmail.com).

### **3.8. Policy, manual and privacy notice**

Without prejudice to the provisions contained in these terms, Multiverse Investments & Marketing S.A.S. has established its policy, manual and privacy notice, regarding the treatment of all the personal databases for which it is responsible and/or in charge, which can be consulted on the each page of the



website, option "Privacy Policy" from the bottom of each page of our website, clicking on "Privacy Policy".

#### **4. Intellectual Property Rights**

Intellectual property rights over the contents or any element inserted on the website (including, without limitation, trademarks, logos, trade names, texts, images, photographs, graphics, designs, sounds, databases, software, audio and video), belong to Multiverse Investments & Marketing S.A.S. and/or third parties. All content on this website is protected by Colombian and international copyright laws. In no case does access to the website imply any type of waiver, transmission, license or total or partial transfer of said rights, unless expressly stated otherwise. These general conditions of use of the website do not grant users rights of use, alteration, exploitation, reproduction, distribution or public communication of the website or its contents, other than those expressly provided. Any use or exploitation of such rights will be subject to the prior and express authorization granted for this purpose by Multiverse Investments & Marketing S.A.S. or the third-party owner of the rights.

The Place B&B is a trade name that describes a subsidiary company of Multiverse Investments & Marketing S.A.S. which operates in the hotel sector initially in Colombia and in the future throughout the world. Trademarks owned by Multiverse Investments & Marketing S.A.S. may not be used or publicly displayed without the prior written consent of the trademark owner, except for downloaded logos and photographs as set forth elsewhere on this website. All rights not expressly granted in this agreement are reserved.

#### **5. Introduction of links**

The user who wishes to establish a hyperlink, link or link between his website and the website of Multiverse Investments & Marketing S.A.S. must meet the following conditions: a) the link will only allow access to the homepage or home page of the website, but may not reproduce it in any way; b) will not make false, inaccurate or incorrect statements or indications about the Multiverse Investments & Marketing S.A.S. website; c) will not declare or imply that Multiverse Investments & Marketing S.A.S. has supervised or assumed in any way the content or services offered or advertised on the website where the link is established; d) the website on which the link is established will not contain any brand, trade name, denomination, logo, slogan or other distinctive signs belonging to Multiverse Investments & Marketing S.A.S., without your authorization; and e) the website on which the link is established will not contain illicit information or content, contrary to morality and generally accepted good customs and public order, or contrary to the rights of third parties. The establishment of the link does not imply in any case the existence of any relationship between Multiverse Investments & Marketing S.A.S. and the owner and/or operator of the website on which it is established, nor the knowledge, acceptance and/or



approval by Multiverse Investments & Marketing S.A.S. of its contents and/or services. Multiverse Investments & Marketing S.A.S. In no case will it be liable for the consequences that may arise from the introduction of links by third parties, nor for the content, information, or services offered on the websites where the link has been established.

## **6. Exclusion of guarantees and responsibility**

### **6.1. Exclusion of guarantees and liability for the operation of the website**

Multiverse Investments & Marketing S.A.S. will not be responsible for damages that may arise from: a) failures in the operation of the website for reasons beyond the control and diligence of Multiverse Investments & Marketing S.A.S.; b) the interruption in the operation of the website or computer failures, disconnections, delays or blockages caused by deficiencies or overloads in the networks, in the Internet system or in other electronic systems used in the course of its operation; c) the lack of suitability of the website for the specific needs of users; and d) damages that may be caused by third parties through unauthorized interference beyond the control of Multiverse Investments & Marketing S.A.S. Multiverse Investments & Marketing S.A.S. does not guarantee the absence of viruses or other elements on the website that are introduced by third parties other than Multiverse Investments & Marketing S.A.S. and that may cause alterations in the computer systems (software and hardware) of the users. Consequently, Multiverse Investments & Marketing S.A.S. will not be in any case responsible for the damages that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents or files of the users.

### **6.2. Exclusion of warranties and liability in connection with links**

The website makes available to users some links that allow them to access pages or websites belonging to third parties. In no case, Multiverse Investments & Marketing S.A.S. is not responsible for, approves, or owns the products, services, content, information, data, files and any kind of material on such web pages. In the event that it deems it appropriate or is required by judicial or administrative order, Multiverse Investments & Marketing S.A.S. will remove the links to those web pages that violate the applicable legislation or harm the rights of third parties.

## **7. Content and publications**

The data and economic indicators included on the website are merely informative and have been taken from reliable sources, however, it is the user's responsibility to verify their validity and timeliness with the entities that directly report them in compliance with their functions. The legal information provided



through the website does not replace the legal publicity of the laws or regulatory provisions or acts that must be formally published in newspapers, gazettes or official bulletins.

## **8. Making Payments**

For the payment of the products or services offered by Multiverse Investments & Marketing S.A.S. on the website, the user may access and use the web pages of third parties with whom Multiverse Investments & Marketing S.A.S. have agreements for Internet payments. Once on the third party's website, the user must follow the instructions and comply with the terms and conditions of that site.

## **9. Integrity and Divisibility**

If any provision of these terms is ineffective, null or non-existent or could not be enforced in accordance with the laws of the Republic of Colombia, the remaining provisions will not be deemed invalid unless the contract cannot be executed without the ineffective, null provision, non-existent or that cannot be required.

## **10. Compromise clause**

Any controversy that arises between the parties on this contract, will be submitted to the decision of an Arbitration Court, which will be subject to the provisions of Law 1563 of 2012 and the rules that regulate, add or modify it and especially in accordance with the following rules: 1. The Court will be composed of one (1) arbitrator appointed by common agreement between the parties. In the event that the parties cannot agree on the appointment of the arbitrator within fifteen (15) business days following the filing of the arbitration claim, they directly delegate to the Conciliation and Arbitration Center of the Pontificia Universidad Javeriana de Cali, to appoint one (1) arbitrator as soon as possible; 2. The Court will function in the city of Cali, in the Conciliation and Arbitration Center of the Pontificia Universidad Javeriana de Cali; 3. The Court will decide in law; 4. Expenses and fees for the arbitration process will be established based on the current rates of the Conciliation and Arbitration Center of the Pontificia Universidad Javeriana de Cali, approved by the Ministry of Justice and Law.

## **11. Applicable legislation and domicile**

The general conditions of use of the website and the ones that may be established, are governed by and must be interpreted in accordance with the laws of the Republic of Colombia, and for all legal purposes that may arise in the development and fulfillment of the obligations derived from them, the city of Cali – Valle del Cauca – Colombia is indicated as the contractual domicile. Any questions or comments regarding the general and terms and conditions of use of the website, the user may express it to the email address [multiverseim1@gmail.com](mailto:multiverseim1@gmail.com)