

Privacy Policy, Terms of Use

HOTELES BUENAVENTURA and its subsidiaries. ("We") are committed to protecting and respecting your privacy.

This policy ("the policy"), (together with our [Terms of Use](#) and any other documents referred to in it) details the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

HOTELES BUENAVENTURA is committed to the principles of "lawfulness, consent, information, quality, purpose, loyalty, proportionality and responsibility".

The following privacy policy statement applies to all hotel brands owned and licensed by GRUPO DE HOTELS BUENAVENTURA and its subsidiaries, including:

- Villa Premiere Boutique Hotel & Romantic Getaway
- Buenaventura Grand Hotel & Great Moments
- Hacienda Buenaventura Hotel & Mexican Charm

The information and services available on: <http://www.hotelesbuenaventura.com.mx> (our site) is provided by us as a service and is for the sole use of the people and those who manage and participate in the company.

Under the terms of the Data Protection Law, HOTELES BUENAVENTURA is responsible for justifying and processing the personal information registered. The USERS or CUSTOMERS are those who could be, or are, interested in applying for or requiring the services offered by HOTELES BUENAVENTURA (or any possible related information).

Information We May Collect From You

We may collect and process the following data about you:

- Information that you provide by filling in forms sending us an e-mail and/or by submitting on our website. This includes information provided at the time of registering to use our site and may include your name, e-mail address, contact information and billing information. We may also ask you for information if and when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- Details of your visits to our site (including but not limited to traffic data, location data, weblogs and other communication data), the resources that you access and general hardware and software capabilities.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

The information we collect and process may include information regarding your race, political opinions, and health, religious or other beliefs, trade union membership or criminal records (sensitive personal data). By collecting this information, we will ask you to provide your specific consent, through a mechanism that for this purpose we have established.

IP Addresses and Cookies

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration, to understand how you use our site, troubleshoot problems, prevent fraud and generally improve our services. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.



For the same reason we may obtain information about your general internet usage by using a cookie file. A cookie is a small file that is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalized service. They enable us:

- To estimate our audience size and usage pattern
- To store information about your preferences and allow us to customize our site according to your individual interests
- To speed up your searches
- To recognize you when you return to our site

You may refuse to accept cookies by activating the setting on your browser that allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Where We Store Your Personal Data

The data we collect from you, including sensitive personal data are stored on our servers, considering information security and internal control measures, to ensure restricted and private access. If you accept this privacy policy, you agree to this transfer, storage and / or processing.

We will conduct all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Account passwords are encrypted.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. We will notify you as soon as possible if a breach of security results in unauthorized intrusion into our system.

Uses Made of the Information

We use information held about you in the following ways:

- To allow you to create an account
- To provide you with customer and technical services on request
- To allow you to access and use of various tools, features and functions of service
- To generate internal reports about the use of our site
- To send you information and promotional materials that you chose to receive via the medium chosen by you
- To notify you about changes to our service

Disclosure of Your Information

Access to our site is subject to our [Terms of Use](#) and any other documents referred to on it. If you are accessing our site, we will provide access to your service. We also allow your service provider to hold your information on their system.

In addition, we may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate parent company.



We may disclose your personal information to third parties in the following circumstances:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If HOTELES BUENAVENTURA or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- To contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#) and other agreements; or to protect the rights, property, or safety of HOTELES BUENAVENTURA, our clients, or others.
- We also reserve the right to disclose your information that we believe, in good faith, is appropriate or necessary to (i) take precautions against liability, (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, (iii) investigate and defend ourselves against any third-party claims or allegations, or (iv) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others.

We will not use your data for marketing purposes without your explicit consent and we will not disclose your data to any third parties for such purposes.

Access to Information

You have the right to access information held about you in accordance with applicable laws. If you wish to access such information please contact your service provider. You may also contact us at aprivacidad@buenaventurahoteles.com or <http://www.hotelesbuenaventura.com.mx>

These are our commitments to you:

1. Notice. When we collect your personal information, we'll give you timely and appropriate notice describing what personal information we're collecting, how we'll use it, and the types of third parties with whom we may share it.
2. Choice. We'll give you choices about the ways we use and share your personal information, and we'll respect the choices you make.
3. Relevance. We'll collect only as much personal information as we need for specific, identified purposes, and we won't use it for other purposes without obtaining your consent.
4. Retention. We'll keep your personal information only as long as we need it for the purposes for which we collected it, or as permitted by law.
5. Accuracy. We'll take appropriate steps to make sure the personal information in our records is accurate.
6. Access. We'll provide ways for you to access your personal information, as required by law, so you can correct inaccuracies. Also we will offer the possibility for you to exercise the right of correction of data, cancellation and opposition to the treatment of your data.
7. Security. We'll take appropriate measures physical, technical, and organizational to protect your personal information from loss, misuse, unauthorized access or disclosure, alteration, and destruction.
8. Sharing. Except as described in this policy, we won't share your personal information with third parties without your consent.
9. Enforcement. We'll regularly review how we're meeting these privacy promises, and we'll provide an independent way to resolve complaints about our privacy practices.

To access your information, ask questions about our privacy practices, or issue a complaint, contact us at:
HOTELES BUENAVENTURA



Located: San Salvador 117, Col. 5 de Diciembre, Puerto Vallarta, Jalisco. Zip code 48350. Phone number. (322) 226 7040

E-mail: aprivacidad@buenaventurahoteles.com

This Privacy Policy also provides full compliance to the provisions of the Mexican Federal Law on Protection of Personal Data – LFPDPPP

Changes to Our Privacy Policy

Please revisit this page periodically to stay aware of any changes to this Policy, which we may update from time to time. If we modify the Policy, we will make it available here, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the web site for the first time after such material changes are made. Your continued use of the site after the revised Policy has become effective indicates that you have read, understood and agreed to the current version of the Policy.

Contact

Questions, concerns comments and requests regarding this privacy policy are welcomed and should be addressed to aprivacidad@buenaventurahoteles.com

Effective date: 29 August 2014.

Terms and Conditions

Terms of Use of website

This page (together with the documents referred to on it) details the terms (“Terms of Use”) in which you may make use of our website <http://www.hotelesbuenaventura.com.mx> (“our site”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

We reserve the right to modify this site and the rules and regulations governing its use at any time. Modifications will be posted on the site, and users are deemed to be apprised of and bound by any changes to the site. Your continued use of this site following the posting of changes to these Terms of Use constitutes your acceptance of those changes.

Information about Us

<http://www.hotelesbuenaventura.com.mx> is a site operated by Hoteles Buena Ventura (“We”). Our operating address is: San Salvador 117, Col. 5 de Diciembre, Puerto Vallarta, Jalisco. Zip code 48350. Phone number. (322) 226 7040

Accessing Our Site

The information and services available on our site are provided for the sole purpose of inform our customers about the services that may require. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site at any time and without notice (see below). We will not be liable, if for any reason, our site is unavailable at any time or for any period.



From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right, in our sole reasonable discretion, to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use or if we believe there may have been theft or misappropriation of such identification code or password.

When using our site, you must comply with the provisions of our [Privacy Policy](#).

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

Use of Our Site

It is a violation of these [Terms of Use](#) for you, when using our site, to:

- A. Use or reference our site for illegal or malicious purposes, or in violation of any applicable laws or regulations;
- B. E-mail or distribute any content that you do not have a written approved right to transmit under any law or under contractual or fiduciary relationships (such as inside information, confidential information learned as part of employment relationships or under nondisclosure agreements);
- C. Copy, sell, resell or exploit for commercial purposes, any portion of our site;
- D. Distribute or reference any content that is unlawful, deceptive, misleading, false, counterfeit, stolen, threatening, harassing, abusive, obscene, pornographic, defamatory, racially or ethnically objectionable, or in violation of the personal privacy rights of another;
- E. Intentionally forge headers, manipulate identifiers or otherwise engage in any activities intended to hide a user's identity or contact information;
- F. Decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or trade secrets of our site; or
- G. Assist or permit any persons in engaging in any of the activities described above.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights on our site and in the material published on it. This site is protected by copyright laws. You may not modify, perform, display, reproduce or distribute (a) content, features or functionality from this site (other than as expressly set forth herein), (b) the design or layout of the site or individual sections of the design or layout of the site or (c) Hoteles Buena Ventura logos without our written permission.

You may print off one copy and may download extracts, of any page(s) from our site for your personal reference, and you may draw the attention of others within your organization to material posted on our site. You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any partner identified) as the authors of material on our site must always be acknowledged.

We reserve the right to any and all actions available to us if you print, copy, or download any part of our site in breach of these terms of use, including without limiting the foregoing, immediately terminating your right to use our site and requesting the return or destruction of any copies of the materials you have made.

Reliance on Information Posted



Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site or by anyone who may be informed of any of its contents.

Our Site Changes Regularly

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site or close it indefinitely. Any of the material on our site may be out-of-date at any given time, and we are under no obligation to update such material.

Our Liability

The material displayed on our site is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us, hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.

Information about You and Your Visits to Our Site

We process information about you in accordance with our [Privacy Policy](#). You must review and accept our Privacy Policy before conducting or access on our site. By using our site, you warrant that all data provided by you is accurate.

Uploading Material to Our Site

Whenever you upload, record, initiate or otherwise transmit content or communications to our site, or use any interactive functions available on our site to make contact with other users of our site, you must comply with the content standards set out in our [Privacy Policy](#). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. In such circumstances, we may also disclose any material posted or uploaded you which are alleged to violate the intellectual property rights or the privacy rights of any such third party.

We will not be responsible or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our [Privacy Policy](#).

Viruses, Hacking and other Threats

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. You must not use any robot, spider or other automatic device, process or means to access our site for any purpose, including monitoring or copying any of the material on the site.

By breaching this provision, you may be committing a criminal offense. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.



We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking To Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, without limiting the above, any links must follow at least the following format: (i) the link is a text-only link containing only the name "Hoteles Buenaventura"; (ii) the link "points" only to www.hotelesbuenaventura.com.mx and his subsidiaries: Villa Premiere Hotel & Spa, Buenaventura Grand Hotel & Spa and Hacienda Buenaventura Hotel & Spa (iii) the link, when activated by a user, displays that Hoteles Buenaventura full-screen in a fully operable and navigable browser window and not within a "frame" on the linked website; and (iv) the appearance, position, and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Hoteles Buenaventura.

You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our [Privacy Policy](#).

If you wish to make any use of material on our site other than that set out above, please address your request to aprivacidad@buenaventurahoteles.com

Links from Our Site

Where our site contains links to other sites and or resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Variations

We may revise these [Terms of Use](#) at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your Concerns

If you have any concerns about material which appears on our site, please contact to aprivacidad@buenaventurahoteles.com