

# TERMS & Conditions

OCTANT

Hotels

# TERMS OF USE

This Website belongs and it is controlled by SUMMER C COLOURS - AGRUPAMENTO TURÍSTICO E IMOBILIÁRIO - A.C.E., owner of the national trademark n.º 675712 OCTANT HOTELS (hereinafter “Octant”), with registered office at Rua Joaquim António de Aguiar n.º 66, 6.º, 1070 153, Lisboa, Portugal, registered at the Commercial Registry Office of Lisboa under the Tax ID number 510945961.

These terms and conditions will come into force after its publication and the User’s access and/or use of the Website.

By using our Website, the User agrees with these Terms of Use. If the User does not accept the present terms, it shall not use the Website.

Our services are diversified, which means that additional terms of use or additional requirements can be applicable. The additional terms of use will be available, jointly, with the respective services, becoming part of the contract between the User and Octant.

## SUBSTANCE

This website is a technology platform that shows our hotels, allowing users to make online reservations, contact request and newsletter subscriptions.

## USE OF THE WEBSITE

The User must follow all policies that are available in the Services.

The User enjoys full freedom to use the Website if he/she complies with these Terms of Use, in particular, as regards copyright and industrial property.

Users are solely responsible for their use of the content contained on the Site.

The following activities may not be pursued:

1. Activities that violate the rights of Octant;
2. Use of a false identity or concealment of identity;
3. Illegal activity, such as the use of information in the sense of physical offenses to other individuals;
4. Violate the rules of use of this Website;
5. Reproduce content that is offensive, defamatory or likely to violate rights and privacy of third parties;
6. Jeopardize the security of this Website;
7. Install or attempt to install a virus;
8. Access through methods other than the interface and the instructions we provide.

## CHANGE AND TERMINATION OF THE SERVICES

We provide the contents of our Website with competence and care, and we expect the User’s satisfaction on its use. However, we cannot guarantee the inexistence of errors in the contents, nor the uninterrupted availability of the features, which may be affected, in particular, by possible computer crashes or bugs in the system of availability of the contents and functionalities.

Octant may also modify these Terms of Use or any additional terms of use that apply to a feature to, for example, reflect changes to the law or our Services. The User must consult the Terms of Use regularly. Notice of modification of these Terms of Use will be published on this page. The notices regarding the modification of the additional terms of use will be published in the respective contents / functionalities. The amendments shall not be retroactive. Changes to new functionalities or changes made for legal reasons will take effect immediately. If you do not accept the modified terms of use of a feature, you should stop using it.

## LIABILITY OF WEBSITE USER

The User is responsible for the use made of the Website, and should respect, in addition to the Terms of Use, Copyright and related rights, the Code of Industrial Property and the Legislation of Computer-related Crime.

The User must act in a way that does not offend the rights of third parties and in good faith.

In accordance with Portuguese law, we respond to notices of alleged copyright infringement.

We provide information to help copyright subjects manage their intellectual property online.

If you believe that someone is violating your copyright and you want to notify us, you can contact us by email [dpo@discoveryportugal.com](mailto:dpo@discoveryportugal.com) or through the address Rua Joaquim António de Aguiar nº 66, 6º, 1070 153, Lisboa, Portugal.

## INTELLECTUAL PROPERTY AND PERSONALITY RIGHTS

All information, data, articles, texts, images, videos to which the user has access through the use and also the appearance, organization, layout, or code of Software are considered contents of Octant.

Except as authorized in these Terms and Conditions or expressly authorized by Octant, you may not copy, modify, change, publish, distribute, sell or transfer, in whole or in part, any information on this Website or the software code.

User maintains the intellectual property rights and the rights of the personality that he or she already has with respect to the content that he or she sends, publish or display on the Website.

## LINKS

To facilitate browsing and user accessibility, the Website may contain links to other websites on the Internet.

Octant does not have any responsibility on those Websites and cannot be held responsible for the contents or about the updating and quality of the information. When you use links to these websites, you must accept the terms and conditions of that website before using it.

## VIOLATION OF TERMS AND CONDITIONS

Octant reserves the right to take all necessary measures to safeguard its rights.

In case of an attempt to breach these Terms and Conditions, Octant reserves the right to block access and use to its Website.

## COOKIES

The Website uses technology known as “cookies”. Thus, when you visit the Website, you will be asked to consent to the creation and recording on your computer of a “cookie”. A cookie is a single text file that a portal sends to your browser software. Cookies allow a portal to customize the information presented to you, based on your browsing preferences. Cookies may be used to personalize your pages or to “remember” you when registering / requesting the services provided on the portal. If you do not want cookies installed in your browser, you can set cookies to reject cookies. Rejecting cookies may affect your ability to use some of the features on the Website.

The types of cookies used are:

- **Session Cookies:** These temporary cookies remain in your browser’s cookie file until you leave the Web page, so no record is left on the user’s hard disk. The information gathered by these cookies serves to analyze the traffic patterns of the portal. Ultimately, this allows us to improve the content and usability of the portal.
- **Analysis cookies:** those that, well treated by us or by third parties, allow us to quantify the number of users, and to perform statistical measurement and analysis of how users use the service offered. We examine your navigation in our portals, with the aim of improving the supply of products or services that we offer you.

- **Advertising cookies:** those that, treated well by us or by third parties, allow us to manage the offer of advertising spaces that may exist on the portal more efficiently, being able to analyze your browsing habits and show you advertising related to your navigation profile.
- **Cookies Google Analytics:** those that, treated well by us or by third parties, allow us to collect information about the use of the Website anonymously. It also allows the creation of reports of visits to the website, with a view to improving its functionalities.

## **APPLICABLE LAWS**

The laws of the Portuguese Republic shall govern these terms of use, as the relation between the user and Octant regarding these terms of use.

The user and Octant agree to submit to the exclusive jurisdiction to the courts of the district of Lisboa, the resolution of any legal matter arising from the Terms of use without prejudice to mandatory rules applicable.

Notwithstanding the referred, Octant may apply provisional measures in any jurisdiction.

## **CONTACTS**

For the clarification of questions related to these Terms and Conditions, users of this Website should contact us at [dpo@discoveryportugal.com](mailto:dpo@discoveryportugal.com) or at the address Rua Joaquim António de Aguiar nº 66, 6º, 1070 153, Lisboa, Portugal.