

Terms of Use

1. Identity of the Holder

Horizonte Seletivo Lda. with head office at Edifício Colombo, Torre Oriente, Avenida Colégio Militar, n° 37 F, 4° Piso, Lisboa, with a share capital of 5.000 Euros, under the sole registration and taxpayer number 517 464 454 (“**KPI Hotel Management Services**”), is the owner and administrator of the domain name <https://kpihotel.com/index.php/en/> (the “**Website**”).

2. User acceptance

By accessing and browsing this Website, the User acknowledges that they have read and understood this Legal Notice and the Terms of Use as well as our Privacy and Cookies Policy and expressly consents to its application when browsing this Website.

3. Intellectual property and copyright

KPI Hotel Management Services is the owner of all rights to digital publishing software, as well as industrial and intellectual property rights related to the contents that are included, except for rights to products and services of a public nature that are not owned by its business. No material published on this Website may be reproduced, copied or published without the written consent of **KPI Hotel Management Services**

All information received on the Website, such as comments, suggestions or ideas, will be considered as assigned to **KPI Hotel Management Services** for free. The information that cannot be treated in this way should not be sent.

All products and services on these pages that are NOT owned by **KPI Hotel Management Services** are registered trademarks of their respective owners and are recognized as such by **KPI Hotel Management Services**. They only appear on the Website for the purpose of promotion and information gathering. These owners can request the modification or deletion of the information that belongs to them. **KPI**

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4. Access to the Website

In order to navigate the Website, the User shall be under no obligation to register or provide any personal data to **KPI Hotel Management Services**

However, in order to access certain services offered on the Website, the User must sign-up using the online form provided and include certain personal data. The User must accept a privacy clause in each online form in which they will be provided with all the information established by the applicable legislation with regard to the data collected.

In relation to the personal data collected, **KPI Hotel Management Services** has adopted and shall adopt the necessary technical and organizational measures to ensure its protection and avoid its alteration, loss, handling and/ or unauthorized access, taking into account the fast-moving nature of the technology, the nature of the data stored and the risks to which they are exposed, in compliance with applicable regulations.

5. Correct use of the Website

The Website contains materials prepared by **KPI Hotel Management Services** for informational purposes and may be amended or deleted at any time and at its sole discretion. The materials may not be up to date, and therefore cannot be construed as advice or serve as a substitute for advice.

Access to these materials does not imply any relationship, professional or otherwise, between **KPI Hotel Management Services** and the User.

The User undertakes to use the Website in compliance with the provisions of these Terms of Use, as well as our Privacy Policy and our Cookies Policy and to always act in accordance with the applicable regulations, good faith and the requirements of public order.

The User may not use the Website for illegal purposes or in any way that might prevent, hinder or damage the normal functioning or the contents of the same, or which could be detrimental to **KPI Hotel Management Services** assets and rights or those of other users.

6. International use

The user assumes full responsibility for the use of the Website outside Portugal. The user is responsible for complying with rules of the country from where it is accessing the Website.

7. Changes in the terms of use

KPI Hotel Management Services reserves the right to modify the contents of the present Terms of Use at any time and at its sole discretion.

8. Liability

KPI Hotel Management Services declares that it has adopted and shall take all necessary and reasonable measures, within its possibilities and technological capabilities, to ensure the correct functioning of the Website. **KPI Hotel Management Services** assumes no liability for the information and content stored in forums, social networks or any other means that allows third parties to publish content independently on the website of the provider. However, considering the provisions contained in Decree-Law 7/2004, **KPI Hotel Management Services** undertakes to withdraw or, in its case, block those contents that could affect or contravene national or international legislation, third party rights or the moral and public order. **KPI Hotel Management**

Services will not be responsible for any damages caused by failures or bad configurations of the software installed on the net surfer's computer. Any liability for any technical incident or failure occurring when the user is connected to the Internet is excluded. The absence of interruptions or errors in the access to the Website is also not guaranteed. Likewise, **KPI Hotel Management Services** reserves the right to update, modify or delete the information contained in its Website, as well as the configuration or presentation thereof, at any time without assuming any responsibility for it.

9. Links to third parties

These Terms of Use do not apply to links, web pages, and third-party applications that can be accessed through the Website. These links are provided for the User's convenience and are not a recommendation from **KPI Hotel Management Services** or imply approval of its content. The User must read and, as the case may be, accept the terms of use and privacy policy set out on the web pages and applications linked. **Services** assumes no liability that could arise from the same.

10. Communications

For any communication relating to these Terms of Use, the User may contact **KPI Hotel Management Services** using the following email address: corporate.notifications@kpihotel.com

11. Severability

If any clause of these Terms of Use were to be declared totally or partially null and void or unenforceable, this shall only affect the clause involved or the part of the clause which is void or unenforceable. The Terms of Use remain in force, considering such provision in whole or in part due to not being included.

12. Applicable law and jurisdiction

The relationship between **KPI Hotel Management Services** and the User shall be

governed by Portuguese law.

Any dispute related with the use of the Website shall be submitted to the Lisbon Court.

KPI Hotel Management Services will prosecute any breach of these Terms of Use, as well as any improper use of the Website and will exercise any corresponding civil and criminal actions in accordance with the law.