

Privacy Policy, Terms of Use

OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM) (WE) ARE COMMITTED TO PROTECT AND RESPECT YOUR PRIVACY.

This policy ("the policy") (together with our Terms of Use and any other documents referred to in it) and based on articles 15 and 16 of the Federal Data Protection Act, establish the legal conditions on which will be processed by us any personal data we collect from you, or that you provide to us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM) is committed to the principles of "lawfulness, consent, information, quality, purpose, loyalty, proportionality and responsibility"

The information and services available on: <http://www.haciendaonline.com.mx> (our site) is where we will provide the details.

INFORMATION WE MAY COLLECT FROM YOU

For the purposes outlined in this Privacy Policy, we may collect your personal data in different ways: when you provide them to us directly; when you visit our website or use our services online and when we collect information through other sources that are permitted by law.

For the purposes mentioned above, we need to obtain, collect and process the following data about you:

Personal information:

- a) Official Identification (IFE, VISA, PASSPORT)
- b) Full Name
- c) Nationality
- d) Company name
- e) Social security number
- f) Age
- g) Sex
- h) Status
- i) Date and place of birth
- j) Home Address
- k) Schooling
- l) (Home/cell) phone number
- m) Email
- n) Account Twitter, Facebook

- o) Jobs present and previous
- p) Handwritten signature
- q) Photography
- r) Blood Type
- t) Fingerprint

Sensitive Data:

- a) State health
- b) Racial or ethnic origin
- c) Religion
- d) Join a Union
- e) Data Security Number and Credit Card
- f) State Property
- g) Financial Statement
- h) Bank Accounts

In accordance with the current law we will consider that you have given to us your consent for processing the information regarding your personal data. You may object at any time using the procedure in our internal policies and procedures related to the processing of personal and sensitive data. For financial data, patrimonial or sensitive, we require your express consent for it to be able to handle them in accordance with the Federal Law on the protection of personal. If applicable, we will ask you to sign the forms of control we have available that are in alignment to our internal policies and procedures related to the treatment of sensitive or personal data.

- If you establish contact with 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 (logs) and other communication data), the resources that you access and general hardware capabilities and software.
- We may also ask you to complete surveys that we use for research purposes, although you are not required to answer them.

WHERE WE STORE YOUR PERSONAL DATA

The data we collect from you, including sensitive personal data can be transferred and stored in: (electronic and / or physical means).

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 allows you to access certain parts of our site, you are responsible for keeping this password confidential. We suggest not share with anyone your password. Accounts 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 information, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we receive 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 security violation results in an unauthorized intrusion into our system.

DISCLOSURE OF YOUR INFORMATION

Access to our site is subject to our Terms of Use and any other documents referred to on it. In addition, we may disclose your personal information to any member of our group, that is, our subsidiaries or our ultimate parent company.

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

- If OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM) 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.

- 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 protect the rights, property or safety of OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM) customers or others.

Do not use your information for marketing purposes without your explicit consent and we will not disclose your details to any third party for such purposes.

Similarly, Hacienda Buena Ventura Hotel & Mexican Charm, Puerto Vallarta, its employees, agents, subcontractors, consultants and / or third parties involved in any stage of the processing of personal and / or sensitive information shall keep confidential thereof obligation will remain even after the end of the relationship between the organization with the Contractor.

ACCESS TO INFORMATION

You are entitled to access the information recorded about you in accordance with applicable law and the right to know what personal data we hold about you, why we use and the conditions we use them (access). Also, it is your right to request correction of your personal information if it is outdated, inaccurate or incomplete (rectification); to remove it from our records or databases where it considers that it is not being used in accordance with the principles, duties and obligations under the regulations (cancellation); and oppose the use of your personal information for specific purposes (Opposition). To exercise your rights and if you want to have access to such information, please do contact us at: www.haciendaonline.com.mx



These are our commitments to you:

1. Notification. When we collect your personal information, we'll provide timely and appropriate notice describing personal information we're collecting, how we'll use it and the types of third parties with whom we may share it.
2. Options. We will provide you choices about the ways we use and disclose your personal information, and we will respect the choices you make.
3. Retention. We'll keep your personal information only as long as we need it for the purposes for which we collect it, or as permitted by law.
4. Accuracy. We'll take appropriate steps to make sure the personal information in our records is accurate.
5. 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.
6. 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.
7. 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, please contact us at:

OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM) Blvd. Francisco Medina Ascencio, Puerto Vallarta, Jalisco, C.P. 48310.

Email: 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

Any changes we may make to our privacy policy in the future will be posted on this page <http://www.haciendaonline.com.mx> and when appropriate. Such changes shall be deemed accepted by you, if within 5 working days following the publication or receiving mail, no manifest their dissatisfaction.

CONTACT

Questions, concerns, comments and requests regarding this privacy policy should be directed to: aprivacidad@buenaventurahoteles.com.

Effective Date: August 29, 2014.

TERMS OF USE

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.haciendaonline.com.mx](http://www.haciendaonline.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.

INFORMATION ABOUT US

[http:// www.haciendaonline.com.mx](http://www.haciendaonline.com.mx) is a site operated by OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM)) (“We”).

We are registered in Mexico and our operating address is: Blvd. Francisco Medina Ascencio, Puerto Vallarta, Jalisco, C.P. 48310.

INTENDED USE OF INFORMATION

- a) Integrate and maintain a database of customers
- b) Integrate and maintain a database of collaborators, their information in a personal file and individualized
- c) Integrate and maintain a database of suppliers and external collaborators authorized
- d) Manage the reservations for services of rooms in hotel
- e) Notify you about new services or products that are related to the already contracted or acquired, for advertising or market research purposes.
- f) Communicate about changes in services.
- g) Conduct periodic evaluations of our services in order to improve the quality of them
- h) Provide information on: conditions, policies and arrangements for procurement and use of services and facilities; means of payment; fees for services and procedures
- i) Monitoring and control of access to hotel facilities
- j) To manage food services, room service, rental rooms for holding social events, meetings and conventions and workshops
- k) Manage security
- l) Develop internal statistics that indicate the most appreciated services and products by customers
- m) To manage food services, room service, cleaning and maintenance of the rooms and call
- n) Send billings and in general to comply with the obligations we have undertaken with you

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 without notice (see below). We will not be liable if for any reason our site is disabled at any time or for any period.

Occasionally, 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 shall not disclose to any third party. We have the right 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 breached any provision of these terms of use.

You are responsible for making all necessary arrangements to access 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 comply with them.

LIMITATIONS ON USE / DISCLOSURE / REVOCATION OF CONSENT FOR THE PROCESSING OF PERSONAL DATA

At any time, you may revoke the consent granted to us for the processing of their personal data, in order to stop making use of them; likewise it may limit the scope, in whole or in part the use and / or disclosure of personal data. If you do not wish to receive promotional messages from us, please send your application and for this it is necessary to submit your request through the means mentioned in our Privacy Policy and Privacy Notices.

TRANSFERS AND REFERRALS OF PERSONAL DATA

When necessary OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM), can transmit and / or transmit information. The cases in which data is transmitted will be when solving competent authority shall prescribe, in court proceedings, when requested by a governmental authority or in any case required the Article 37 of the Federal Law on the protection of personal data held by private individuals. We undertake not to transfer your personal information to third parties without your consent, except in the cases mentioned above, and to make this transfer in the terms established this law.

CONSENT TO PROCESSING PERSONAL DATA

OPERADORA DE HOTELES BUENAVENTURA S.A. DE C.V. (HACIENDA BUENAVENTURA HOTEL & MEXICAN CHARM), obtain express consent for the processing of personal d and/or sensitive data (depending on application and use of data), Through internal procedures for reception, care and guest registration, by internal procedures for Human Resources for the recruitment and selection of staff and by means of internal procedures for the recruitment of suppliers, in accordance with the provisions of articles 8 and 9 of the LFPDPPP.



If you do not manifest opposition to their personal data to be transferred is deemed to have given consent for us to do so. The information and services available on our site are provided for the sole purpose of that people consult the possible types of services that might require.

COPYRIGHT

We are the owner or the licensee of all intellectual property rights in our site and the material published on it. Those works are protected by copyright laws and treaties throughout the world. All rights are reserved.

You can print a copy and may download extracts, of any page (s) from our site for your personal reference and in order to attract the attention of others within your organization toward the material advertised on our site.

You should not modify in any way the document or digital copies of any of the materials you have printed or downloaded and you should not use any of the illustrations, photographs, video or audio sequences or any graphics separately from any the accompanying text.

Our recognition (for any contributor identified) as the author of the material on our site will always recognized.

You must not use any part of the materials on our site for commercial purposes without obtaining a license to do it that way, from us or our licensors.

If you print off, copy or download any part of our site in violation of these terms of use, your right to use our site will cease immediately and you must, in our view, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended as advice to inspire confidence. We therefore reject 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 WAY

We aim to update our site regularly, and we can 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 undertake no obligation to update such material we reserve the right to make changes at any time and adding all or part of our portal.

OUR RESPONSIBILITY

The material displayed on our website is provided without any guarantees, conditions or certainty 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 loss or direct, indirect or consequential damage incurred by any user in connection with our site or in connection with the use, inability to use or results of using our site, any web sites linked this and any materials posted on it, including without limitation any liability.
- Management and labor time wasted; and for any other loss or damage of any kind, in any way arising and whether caused by tort (including negligence), violation of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss or damage to your tangible owner or any other claims for direct financial loss that is not excluded by any of the categories set out in the foregoing.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. You warrant that all data provided by you is accurate.

LOAD OF MATERIAL IN OUR SITE

Whenever you upload, register, start or otherwise transmit content or communications to our site, or use any interactive features available on our site to make contact with other users of our website, you must comply with the content standards set out in our acceptable Use Policy. You warrant that any such collaboration meets these 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 by you that allegedly violate the intellectual property rights or privacy rights of any such third parties.

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 Acceptable Use Policy.

VIRUSES, HACKING

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 access. You must not attack our site via a denial of service attack to or a distributed denial of service attack.



By violating this provision, you may be committing a crime. We will report any such violations to the authorities to apply the applicable law and cooperate with those authorities to reveal his identity. In the event of such violation, shall immediately cease your right to use our site.

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

LINKS 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, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any site that you do not own.

Our site must not be framed on any other site, nor may you create a link to any part of our different home page site. 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 Acceptable Use Policy.

LINKS FROM OUR SITE

Where our site contains links to other sites 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 the use you make of them.

JURISDICTION AND APPLICABLE LAW

Mexico courts have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. We retain the right to bring proceedings against you for the violation of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the LFPDPPP.

VARIATIONS

We may revise these terms of use at any time by amending this page. Be forewarned to check this page occasionally to be notified of any changes we make, 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.



CONCERNS

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