



TERMS OF USE & PRIVACY POLICY

PLEASE READ THESE TERMS OF USE AND PRIVACY POLICY CAREFULLY BEFORE YOU USE THIS WEBSITE

These Terms of Use and Privacy Policy shall apply to your use of the Website located at www.aQedina.com (The Website). By accessing and using the Website and the services provided via it, you shall be deemed to have read, understood and agree to the following Terms of Use and the Privacy Policy as may be updated or amended from time to time. If you do not accept these Terms of Use and the Privacy Policy, you must stop using this Website immediately. Reference in these Terms of Use and Privacy Policy to "you" or "your" shall refer to each visitor to the Website, and reference to "we" or "us" or "our" shall be read as reference to aQedina Hospitality Sales Excellence.

TERMS OF USE

1 COPYRIGHT AND TRADEMARKS

- 1.1 All copyright in the text, videos, images, user interface, editorial and other content, information, photographs, illustrations, artwork and other graphic materials, brand names, logos and trademarks, proprietary content, service marks, and other intellectual property on this Website are owned or licensed by us and/or our suppliers, and protected to the full extent provided by copyright and trademarks laws and all international laws or treaties.
- 1.2 You may view the Website and its contents but you are strictly prohibited from copying, reproducing, retransmitting, distributing, disseminating, selling, publishing, broadcasting or circulating any of the contents for any purposes without our and/or our suppliers' prior written consent. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without our written consent is prohibited.

2 USE OF THIS WEBSITE

- 2.1 As a condition of your use of this Website, you warrant that you will not use the Website for any purpose that is unlawful or in a manner prohibited by these Terms of Use.

2.2 In particular, you agree that you shall not;

- a. distribute, modify, copy, publish, transmit, display, sell, license, use, reuse or create derivative works of any of the contents of or material displayed on the Website for any public or commercial purpose without our prior written consent;
- b. publish, distribute or transmit on the Website any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
- c. use the Website for any activities, or submit via the Website any information or materials, which breach any laws or regulations or infringe a third party's proprietary rights or privacy;
- d. promote any unsolicited or unauthorised advertising, promotional materials, surveys, letters or spamming via the Website;
- e. change, add to, remove, deface, hack or otherwise interfere with this Website or any material or content displayed on this Website;
- f. impersonate any person or entity;
- g. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs, or access or use this Website in any way to interrupt, destroy or limit the functionality of the Website, or to interfere with anyone else's use and enjoyment of the Website;
- h. undertake any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the Website.

2.3 We may immediately suspend or terminate your right to access or use this Website under these Terms of Use if you breach any of these Terms of Use.

2.4 You shall indemnify us, our employees, agents and representatives from any loss or damage which may arise from any breach by you of these Terms of Use or from your use of the Website.

3 USER ID AND PASSWORD

3.1 In the event that any user ID and password is issued to you by us, you shall protect the secrecy and confidentiality of such user ID and password at all times and shall ensure that the user ID and password is not revealed or disclosed in any manner whatsoever to any person.

3.2 You agree to take all reasonable measures to prevent the theft, loss, disclosure, modification, misuse or unauthorized use of any user ID and password, and to change your password from time to time to enhance its security.

- 3.3 You shall be fully responsible for all use and liability resulting from access to this Website with your user ID and password. We shall not be responsible for unauthorized transactions incurred by you arising from or in connection with the misuse or disclosure of your user ID and password.

4 LINKS TO OTHER WEBSITES

- 4.1 You may not create a link to any page of this Website without our prior written consent.
- 4.2 The links to any third party websites that may be contained within this Website are provided only for your convenience. You understand and acknowledge that any access to those third party websites, and use of the products and services offered on them is at your own risk.

5 DISCLAIMER AND EXCLUSION OF LIABILITY

- 5.1 This Website, the service and the information on this Website are provided on an "as is, as available" basis without any warranties whether express or implied.
- 5.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to this Website and its contents, including in relation to any inaccuracies or omissions in this Website.
- 5.3 We do not warrant that this Website will always be accessible, uninterrupted, timely, secure, error free or free from computer virus that this Website will not be affected by any acts of God or other force majeure events.
- 5.4 While we may use reasonable efforts to include accurate and up-to-date information on this Website, we make no warranties or representations as to its accuracy, timeliness or completeness.
- 5.5 We shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from your access to, use of or inability to use, reliance on or downloading from the Website, or any delays, inaccuracies in the information or in its transmission.
- 5.6 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others.

6 INDEMNITY

- 6.1 You agree to indemnify and hold us harmless all times against any and all losses, damages, demands, claims, charges or expenses sustained in connection with or as a result of:
- (a) your and any other party's access to this Website using your user ID and password allocated by us; and
 - (b) your breach of any of these Terms of Use.

- 6.2 You agree to pay us damages, costs and interest in connection with any such claim, action or proceeding.

7 PRIVACY POLICY

The information and data including personal information which is provided by you in connection with this Website will be held on our computers and records and will only be used by us. We will endeavour to keep any information confidential and not pass this information to any third party for further view.

8 AMENDMENTS

- 8.1 We may amend the contents of this Website, including the descriptions and prices of services advertised, at any time and without notice.
- 8.2 We reserve the right to modify the terms of Use from time to time without notice. By continuing to use the Website, you agree to be bound by the terms of these updates and amendments.

9 APPLICABLE LAW AND JURISDICTION

These Terms of Use and any dispute or claim arising out of or in connection with it is governed and shall be construed in accordance with the laws of the United Arab Emirates, and you irrevocably submit to the exclusive jurisdiction of the courts of The United Arab Emirates.

PRIVACY POLICY

The privacy of your personal information is important to us. This Privacy Policy explains how we collect, store, use and protect details which you provide to us about yourself when using our Website and any other information which identifies your personal information.

Please read this Privacy Policy carefully and the Terms of Use. By using the Website, you confirm that you have read, understood and agree to all of such terms and conditions, including as changed, amended or updated from time to time and consent to the use of your information in accordance with the Privacy Policy. You should know that your personal information will not be shared with third parties other than as set out in this Privacy Policy.

If you have any questions about this Privacy Policy, you can email us at info@aQedina.com

1 INFORMATION COLLECTION AND USE

- 1.1 When you use the Website or any service we provide, or otherwise contact us through this Website, over the phone, by email or in person, you agree and consent that we may collect, store and use personal information that you disclose to us.

- 1.2 If you transact on behalf of one or more people other than yourself, you confirm that you have obtained their consent, in advance, to you disclosing their personal information to us and to our use of their personal information as set out in this Privacy Policy.
- 1.3 Various technologies may be used on our Website and our applications in order to make them more user-friendly, effective and secure. Such technologies may lead to information being collected automatically by us or by third parties on behalf of us. This data does not generally, but may, contain a user's personal information.
- 1.4 We may use your personal information for
- a) personal identification;
 - b) completing transactions made through the Website;
 - c) passing your personal information to our employees and agents and to third party suppliers to complete transactions made through the Website;
 - d) allowing us to contact you for customer support services;
 - e) providing you with a personalized experience when using our Website; and
 - f) making product improvements to our Website and for our own internal marketing and demographic studies, so we can consistently improve our Website.
- 1.5 We may also use your personal information for purposes connected or relevant to the business of aQedina Hospitality Sales Excellence.
- 1.6 We may also from time to time use your personal information to send you details and to make recommendations to you about new features, offers, products and services.
- 1.7 We may monitor use and other traffic patterns in order to optimise your use of the Website and also share non-personal statistics or data about visitors to this Website with connected or third parties.
- 1.8 Your personal information may also be anonymised for use by aQedina Hospitality Sales Excellence for other purposes.
- 1.9 When using your personal information to contact you for the above purposes, we may contact you via regular mail, fax, e-mail, SMS, telephone or any other electronic means.

2 DISCLOSURE OF INFORMATION

- 2.1 We will only disclose your personal information in the situations set out in this Privacy Policy.
- 2.2 We may disclose or share your personal information with third parties who provide necessary services to us

- 2.3 We will also disclose your personal information to third parties in order to comply with legal obligations or industry requirements.
- 2.4 You fully understand and consent that we may transfer your personal information to any location. When transferring your personal information, we will endeavour to take all reasonable steps to protect it in accordance with our privacy policy.
- 2.5 We may also disclose your personal information:
- 2.6 if required to do so by law, court order or where requested by any government
- 2.7 where we consider that disclosure is necessary for the purposes of our legitimate interests (without prejudice to your rights); or
- 2.8 as permitted by law.

3 THIRD PARTIES

This Privacy Policy only applies to our Website and information that we collect from you. Our Website may contain links to other websites which are not owned or maintained by us. When visiting these third party websites or disclosing your personal information to third parties, you should read their privacy policies. We are not responsible for the collection, use or disclosure of your personal data by such third parties.

4 RETARGETING TECHNOLOGIES

- 3.1 Our Website and mobile or web-based applications may use retargeting technologies within the internet. This enables us to show our visitors, who were already interested in our services, advertisement from us on partner websites.
- 3.2 We also work with other companies who use tracking technologies to serve advertisements on our behalf across the internet. These companies may collect non-personally identifiable information about your visits to our Website or mobile or web-based applications and your interaction with our communications, including advertising.
- 3.3 Retargeting technologies analyse your cookies and display advertisement based on your past surfing behaviour.
- 3.4 We do not store any personal information about you with this technology.

5 SECURITY

We endeavour to take all reasonable steps to protect your personal information against unauthorized or unintended use, access or disclosure. However, we cannot be held responsible for unauthorized or unintended use, access or disclosure that is beyond our control.

6 **DISCLAIMER**

To the maximum extent permitted by law, we shall not be liable in any event for any special, exemplary, punitive, indirect, incidental or consequential damages of any kind or for any loss of reputation or goodwill suffered as a result of unauthorized or unintended use, access or disclosure of your personal information.

7 **CONTACTING US**

This Privacy Policy sets out in broad terms how we handle your personal information and safeguard your privacy. If you have any question, request or complaint relating to our Privacy Policy, you may contact us by email on info@aQedina.com.

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