

HOTEL VENUES PLATFORM

TERMS OF USE

1. INTRODUCTION

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly made available online, through any mobile device, by email, or by telephone. By accessing, browsing, and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing a reservation, you acknowledge and agree to have read, understood, and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content, and infrastructure of these pages and the online reservation service (including the facilitation of payment service) provided by us on these pages and through the website are owned, operated, and provided by HV. and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below. The relationship that we have with the Venues Providers are governed by separate terms and conditions which govern the commercial relationship we have with each of these Venues Providers. Each Venue Providers acts in a professional manner vis-à-vis HV when making its product and/or service available on or through HV (both for its business-to-business ("B2B") and/or business-to-consumer ("B2C") relationship). Note that Venues Providers may have, declare applicable, and/or require (acceptance of) – in addition to the policies and fine print as disclosed on the website, their own terms and conditions and house rules for the use, access, and consummation of the Venues Reservation (which may include certain disclaimers and limitations of liability).

2. DEFINITIONS

- "HV," "us," "we," or "our" means **Hotel Venues**, a limited liability company incorporated under the laws of the United Arab Emirates, and having its registered address at Silver Tower, 1b, Marasi Drive Street 12 Floor, Office 1210, Business Bay - 346, Za'abeel, Dubai, Dubai United Arab Emirates.
- "**Platform**" means the (mobile) website and app on which the Venues Reservation Service is made available owned, controlled, managed, maintained, and/or hosted by HV.
- "**Venues Reservation**" means the Venues reservation services that can be rented, provided or reserved by you from the Venue Providers.
- "**Venue Providers**" means the provider of Venues and any other related product or service as from time to time available for Venues Reservation on the Platform (whether B2B or B2C).
- "**Venues Reservation Service**" means the online reservation service as offered or enabled by HV in respect to various products and services as from time to time made available by Venues Providers on the Platform.
- "**Venues Reservation**" means the payment, booking, or reservation of a Venues Reservation.

3. SCOPE & NATURE OF OUR SERVICE

Through the Platform, we (HV and its affiliate) provide an online platform through which Venues Providers—in their professional conduct of business (i.e. B2C or B2B)—can advertise, market, sell, promote, and/or offer (as applicable) their Venues and related service for reservation and through which relevant visitors of the Platform can discover, search, compare, and make a reservation or payment (i.e. the Venues Reservation Service). By using or utilizing the Venues Reservation Service (e.g. by making a Venues Reservation through the Venues Reservation Service), you enter into a direct (legally binding) contractual relationship with the Venue Providers with which you make a reservation (as applicable). From the point at which you make your Venues Reservation, we act solely as an intermediary between you and the Venue Providers, transmitting the relevant details of your Venues Reservation to the relevant Venue Providers(s) and sending you a confirmation email for and on behalf of the

Venue Providers. HV does not (re)sell, rent out, offer any Events Venues product or service.

When rendering our Venues Reservation Service, the information that we disclose is based on the information provided to us by Venues Providers. As such, the Venues Providers that market and promote their Venues Reservations on the Platform are given access to our systems through which they are fully responsible for updating all rates/fees/prices, availability, policies, conditions, and other relevant information that gets displayed on our Platform. Although we will use reasonable skill and care in performing our Venues Reservation Service, we will not verify and cannot guarantee that all information is accurate, complete, or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade, or maintenance of our Platform or otherwise), inaccurate, misleading, or untrue information, nor non-delivery of information. Each Venue Providers remains responsible at all times for the accuracy, completeness, and correctness of the (descriptive) information (including the rates/fees/prices, policies, conditions, and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification, (star) rating, or type of Event sites of any Venue Providers (or its facilities, venue, (main or supplemental) products or services) made available, unless explicitly indicated or set out otherwise.

Our Venues Reservation Service is made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep link, use, copy, monitor (e.g. spider, scrape), display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our Platform for any commercial or competitive activity or purpose.

4. PRICES, CROSSED-OUT RATES

The prices as offered by the Venues Providers on our Platform are highly competitive. All prices for your Venues Reservation are displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform or the confirmation email/ticket. Ticket prices are per person or group and subject to validity or expiration as indicated on the ticket, if applicable. Applicable fees and taxes (including tourist/city tax) may be charged by the Venue Providers in the event of a no-show or cancellation.

Sometimes cheaper rates are available on our Platform for a specific product or service, however, these rates made available by Venues Providers may carry special restrictions and conditions, for example non-cancelable and non-refundable. Check the relevant product, service, and reservation conditions and details carefully for any such conditions prior to making your reservation.

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labeled as such, you cannot derive any rights in the event of obvious errors or mistakes.

5. PREPAYMENT, CANCELLATION AND NO-SHOWS

By making a Venues Reservation with a Venue Providers, you accept and agree to the relevant cancellation and no-show policy of that Venue Providers, and to any additional (delivery) terms and conditions of the Venue Providers that may apply to your Venues Reservation (including the fine print of the Venue Providers made available on our Platform and the relevant house rules of the Venue Providers), including for services rendered and/or products offered by the Venue Providers. The relevant (delivery/purchase/use/carrier) terms and conditions of a Venue Providers can be obtained with the relevant Venue Providers. The general cancellation and no-show policy of each Venue Providers is made available on our Platform on the Venue Providers information pages, during the reservation procedure and in the confirmation email (if applicable). Note that certain rates, fees, or special offers are not eligible for cancellation, refund, or change. Applicable city/tourist tax may still be charged by the Venue Providers in the event of a no-show or charged cancellation. Check the (reservation) details of your Venue of choice thoroughly for any such conditions prior to making your reservation. Note that a Venues Reservation which requires down payment or (wholly or partly) prepayment may be canceled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant due or payment date in accordance with the relevant payment policy of the Venue Providers and the reservation. Cancellation and prepayment policies may vary per Venues Reservation. Carefully read The fine print (below the Venues Reservation types or at the bottom of each Venue Providers page on our Platform) and important information in your reservation confirmation for additional policies as may be applied by the Venue Providers (e.g. in respect of age requirement, security deposit, non-cancellation/additional supplements, pets, cards

accepted). Late payment, wrong bank, debit or credit card details, invalid credit/debit cards, or insufficient funds are for your own risk and account, and you will not be entitled to any refund of any (non-refundable) prepaid amount unless the Venue Providers agrees or allows otherwise under its (pre)payment and cancellation policy. If you want to review, adjust, or cancel your Venues Reservation, revert to the confirmation email and follow the instructions therein. Note that you may be charged for your cancellation in accordance with the Venue Providers' cancellation, (pre)payment and no-show policy, or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the Venues Provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.

6. CREDIT CARD OR BANK TRANSFER

If applicable and available, certain Venues Providers offer the opportunity for Venues Reservation Reservations to be paid (wholly or partly and as required under the payment policy of the Venue Providers) to the Venue Providers during the Venues Reservation process, by means of secure online payment (all to the extent offered and supported by your bank). For certain products and services, HV facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Venue Providers (HV never acts nor operates as the merchant of record). Payment is safely processed from your credit/debit card or bank account to the bank account of the accommodation provider through a third-party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Venue Providers will in each case constitute a payment of (part of) the booking price by you of the relevant product or service in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies.

For certain (non-refundable) rates or special offers, note that Venues Providers may require that payment be made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Venues Reservation. Check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your Venue Reservation. You will not hold HV liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Venue Providers and not (re)claim any amount for any valid or authorized charge by the Venue Providers (including for pre-paid rates, no-show, and chargeable cancellation) of your credit card.

In the event of credit card fraud or unauthorized use of your credit card by third parties, most banks and credit card companies bear the risk and cover all charges resulting from such fraud or misuse, which may sometimes be subject to a deductible.

7. ELIGIBILITY TO USE

You must be at least eighteen (18) years of age or above and capable of entering, performing and adhering to these terms. While individuals under the age of 18 may utilize/browse the HV Platform, they shall do so only with the involvement, guidance and supervision of their parents and / or legal guardians, under such parent /legal guardian's registered account. HV reserves the right to terminate User's access and refuse to provide User with access to the HV Platform if HV discovers that User is under the age of 18 years.

8. USING THE HV PLATFORM: ACCOUNT REGISTRATION AND USE

HV makes the Services available to you through the HV Platform upon you providing HV certain required User information and having created an account ("**Account**") through HV ID and password or other log-in ID and password (collectively, the "**Account Information**"). The HV Platform requires you to register as a User by creating an Account in order to utilize the Services provided. You will be responsible for maintaining the confidentiality of the Account Information and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify HV of any unauthorized use of its Account Information or any other breach of security, and (b) ensure that you exit/log out from the account at the end of each session. HV cannot and shall not be liable for any loss or damage arising from your failure to comply with this clause. You may be held liable for losses incurred by HV or any other customer or visitor to the HV Platform due to authorized or unauthorized use of your account as a result of your failure in keeping its Account Information secure and confidential.

HV also allows restricted access to the HV Platform for unregistered users. At the time of registration, you shall ensure that the Account Information provided by you in the HV Platform registration form is complete, accurate and up to date. Use of another user's account information is expressly prohibited.

9. TERM & TERMINATION

In case you wish to discontinue you can at any point opt out of your membership of the HV Platform. HV deserves the right to unilaterally terminate your use of the HV Platform without notice or any liability for reasons of breach of the terms mentioned herein.

10. TERMS SPECIFICALLY APPLICABLE TO CUSTOMER:

Users availing Services and HV Products via the HV Platform (hereinafter referred to as “**Customers**”) shall be governed by the following terms and conditions:

Reservation or booking of services

The process of booking Services from this HV Platform may require you to disclose your personal and confidential information. To prevent any possibility of unauthorized access to your confidential information such as name, address etc., you shall not use/access this site from unsecure computers, unsecure communication links, unsecure mobile phones or locations such as Internet-Cafe(s), Cyber-Cafe(s) and other commercially available internet enabled computers or computer services. The User agrees, acknowledges and confirms that before placing any order on the HV Platform, the User shall check the Service description and price carefully and by placing an order for a Service you agree to be bound by these terms including the Services’ description. You shall only place the order after fully satisfying yourself with the price, description, look as has been displayed on HV Platform. HV shall not be responsible unsatisfactory or delayed performance of services or damages or delays as a result of Channel Partner’s act’s or omissions That relying on declarations, confirmations, information and obligations made/undertaken by the User in accordance with the terms, and believing the same to be true and acting on the faith thereof, HV has agreed to provide the Services to the User as per the terms mentioned herein. In particular, the User does hereby agree, promise, declare, confirm, covenant, undertake and represent & warrant to HV:

- a. the User is not under any legal or other deficiency which prevents/may prevent the User from: (i) entering into a valid contract under the applicable laws; and (ii) making valid payment to HV for Services ordered by the User.
- b. In the event of detecting any suspicious activity from User’s account, HV reserves the right to cancel all pending and future orders owing to any such incident without any liability to the User.

- c. In a credit/debit card transaction, you must use a card for which you have full right & authority to validly use such Card for making payment to HV. HV shall not be liable for any card fraud. The liability to use a card fraudulently will be on the User.
- d. While using the HV Platform User shall at all times strictly comply with the payment procedure and the terms mentioned herein in their entirety.
- e. Your use of the Services shall be deemed that you are fully satisfied with the description, look and design of the accommodation and usage fee of the accommodation as has been displayed on HV's Platform.

The User agrees and acknowledges that in the HV Platform all Services are offered only at the sole discretion of HV.

Payment & Usage Fee

You hereby agree and understand that you will have to pay the usage fee as mentioned on the HV Platform for the concerned Services via the payment mode provided on the HV Platform post which User's requested reservation will be confirmed. Once the reservation has been confirmed, HV will debit the usage fee from the payment mode selected by the User. The User agrees and acknowledges that the payment procedure may call for and require additional verification of or information from the User and the User undertakes to provide complete, correct and proper information.

HV uses third party payment providers to receive payments from User. HV is not responsible for delays or erroneous transaction execution or cancellation of reservation due to payment issues. HV takes utmost care to work with third party payment providers, but does not control their systems, processes, technology and workflows, hence cannot be held responsible for any fault at the end of payment providers.

User making payments for Services provided via the HV Platform, would be making payments to the entities mentioned as per the link mentioned in the tab named Payment for Services.

11. NO WARRANTY

By using the HV Platform you hereby acknowledge and agree that HV is not a hotel/guest house owner/ and has no control over the conduct or behavior of the management of any property or the quality, fitness or the suitability of the services provided by third party offering services. HV disclaims any and all liabilities in this regard. You are requested to kindly take due care of all their personal valuables and

belongings. HV and its employees shall NOT be responsible for any loss, theft or damage to the Guests' personal valuables and belongings.

12. USAGE TERMS

The information, materials, Services available on the HV Platform may inadvertently include inaccuracies, typographical errors, or outdated information, HV is not responsible for and shall not be bound to honor typographical or pricing errors on the HV Platform. HV reserves the right to refuse or cancel orders at any time, including but not limited to the orders that contain incorrect prices or product descriptions, orders in which HV believes the User has violated applicable laws or these terms, orders that HV believes are harmful to HV or orders that HV believes are fraudulent or based on illegal, fraudulent or deceitful use/furnishing of information or based on false information. HV neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. HV expressly disclaims any warranties whether express or implied about the accuracy, completeness, correctness, suitability, reliability, availability, timeliness, quality, continuity, performance, error free or uninterrupted operation/functioning, fitness for a particular purpose, workmanlike effort, non-infringement, lack of viruses or other harmful components of the Services and/or products.

HV shall not be responsible for the delay or inability to use the HV Platform unrelated functionalities, the provision of or failure to provide functionalities, or for any information, software, Services, functionalities and related graphics obtained through the HV Platform, or otherwise arising out of the use of the HV Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, HV shall not be held responsible for non-availability of the HV Platform during periodic maintenance operations or any unplanned suspension of access to the HV Platform that may occur due to technical reasons or for any reason beyond HV's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the HV Platform is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. HV accepts no liability for any errors or omissions, with respect to any information provided to the User.

13. PROHIBITED CONTENT

As a pre-condition of use of the HV Platform, User warrants to HV that User shall not use this HV Platform for any purpose that is unlawful, unauthorized, or inconsistent

with these terms, and the User agrees that this license to use HV Platform will terminate immediately upon User's violation of this warranty. HV reserves the right, at its sole discretion, to block/terminate User's access to this HV Platform and its content at any time, with or without notice.

The User agrees, acknowledges, confirms and undertakes that the registration data, information/data provided or uploaded onto the HV Platform by the User:

- a. shall not be false, inaccurate, misleading or incomplete; or
- b. shall not be fraudulent or involve the use of counterfeit or stolen Credit Cards; or
- c. shall not infringe any third party's intellectual property, trade secret or other proprietary rights or rights of publicity or privacy; or
- d. shall not be defamatory, libelous, unlawfully threatening or unlawfully harassing; or
- e. shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines or executable files that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person whatsoever; or
- f. shall not create liability for HV or cause HV to lose (in whole or in part) the services of HV's ISPs or other service providers/suppliers. If the User contravenes the foregoing or HV has reasonable grounds to suspect that the User has contravened the foregoing, HV has the right to indefinitely deny or terminate User's access to the HV Platform and to refuse to honor the User's request(s).
- g. HV does allow the Venue Providers to respond to a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review standards. HV does not compensate or otherwise reward a customer for completing a review. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations, or incentives whatsoever. HV shall endeavor – without obligation - reasonable efforts to monitor and remove reviews that include obscenities or the mention of an individual's name or reference.
- h. HV doesn't not accept reviews which include Profanity, sexually explicit, hate speech, discriminatory, threats, violence, Mention of full names, personal attack towards the staff, Promoting illegal activities (e.g. drugs, prostitution), Sites, emails, and addresses, phone numbers, cc details, Politically sensitive comments. Any person posts a review shall assume full responsibilities or consequences to his/her review.
- i. HV and the Venue Providers are each entitled to terminate their relationship for whatever reason (including in the event of breach of contract or (filing for)

bankruptcy) with due observance of the relevant notice period as agreed between both parties.

The Users are prohibited from engaging in the following activities:

- a. Systematically retrieve data or other content from the HV Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Make any unauthorized use of the HV Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. Circumvent, disable, or otherwise interfere with security-related features of the HV Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the HV Platform and/or the Content contained therein.
- d. Engage in unauthorized framing of or linking to the HV Platform.
- e. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- h. Interfere with, disrupt, or create an undue burden on the HV Platform or the networks or services connected to the HV Platform.
- i. Attempt to impersonate another user or person or use the username of another user.
- j. Sell or otherwise transfer your profile.
- k. Use any information obtained from the HV Platform in order to harass, abuse, or harm another person.
- l. Use the HV Platform as part of any effort to compete with us or otherwise use the HV Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
- m. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the HV Platform.
- n. Attempt to bypass any measures of the HV Platform designed to prevent or restrict access to the HV Platform, or any portion of the HV Platform.
- o. Copy or adapt the HV Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- p. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the HV Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the HV Platform.
- q. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism.
- r. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the HV Platform, or using or launching any unauthorized script or other software.
- s. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the HV Platform.
- t. Use the HV Platform in a manner inconsistent with any applicable laws or regulations.

14. COMMUNICATIONS

When you use the HV Platform, you agree and understand that you are communicating with HV through electronic records and you consent to receive communications via electronic records from HV periodically and as and when required. HV may communicate with you by email or by such other mode of communication, electronic or otherwise. You specifically agree that HV shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received. Further, HV will make best efforts to safeguard the confidentiality of your personally identifiable information available with it, but transmissions made by means of the internet cannot be guaranteed or made absolutely secure. By using this HV Platform, you agree that HV shall not be liable for disclosure of your information due to errors in transmission or unauthorized acts of third parties. Without prejudice to the foregoing you agree that HV shall not be held liable or responsible for 'phishing attacks' on you. You may accept or decline the cookies when you access HV Platform. It is the User's responsibility to set his browser to alert him to accept or to reject cookies.

15. THIRD PARTY LINKS

This HV Platform may at HV sole discretion, contain links to HV Platforms owned and maintained by persons or entities other than HV. HV may also provide links to the other sites for purpose of enabling the Customer to make payment to HV. Any of the foregoing links do not constitute an endorsement by HV of any such sites and are provided only as a convenience. HV is not responsible for the content or links displayed on such sites. HV is not responsible for the privacy practices of such sites which HV does not own, manage or control. HV does not regularly review, and makes no warranty or representation regarding materials posted, or Services or services offered, on the sites to which this HV Platform may be linked and HV shall not be responsible for any deficiency thereof. HV does not endorse any or all of the materials, Services, and services available on such linked sites, and HV expressly disclaims responsibility for the contents of any linked site, the accuracy of any information contained in a linked site, and the quality of the Services and services offered at any linked site. Any decision to view the contents of any linked site is solely the responsibility of User and is made at User's own risk.

16. INTELLECTUAL PROPERTY

HV Platform and the content posted herein which shall include but shall not be limited to pictures, branding, text, graphics, designs, brand logos, audio, video, interfaces and /or any other information, or the overall arrangement of content is protected and is owned, controlled or licensed by or to HV; all comments, feedback, ideas, suggestions, information or any other content provided by the User(hereinafter referred to as “**HV IP**”). You may not modify, publish, copy, transmit, transfer, sell, reproduce, modify create derivative works from, license, distribute, frame, hyperlink, download, repost, perform, translate, mirror, display or commercially exploit HV IP in any other way.

The User agrees that any feedback, comments, ideas, suggestions, information, or any other content which User contributes to HV or HV Platform (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for HV to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on such content without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary. The User represents and warrants that User owns or otherwise controls all of the rights to the content that he/she may contribute to this HV Platform and that use of his/her content by HV shall not infringe upon or violate the rights of any third party.

17. PRIVACY

Please refer the privacy policy which will also govern your use of HV Platform and/or Services which can be accessed here: [\[link\]](#)

18. INDEMNIFICATION

Without prejudice to and in addition to any other remedies, reliefs or legal recourses available to HV herein or any applicable laws or otherwise, User agrees to indemnify, defend and hold HV harmless including but not limited to its affiliate, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by HV that arise out of or related to your use or misuse of the of the Website, any violation by you of these terms and conditions, or any breach of representations, warranties and covenants made by you herein.

19. NO WARRANTY

The Services are provided by HV on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, HV makes no warranty that (i) HV Platform or the Services will meet your requirements or your use of the HV Platform or will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the HV Platform, or Services will be effective, accurate or reliable; (iii) the quality of the HV Platform, or Services will meet your expectations; or that (iv) any errors or defects in the HV Platform or Services will be corrected. No advice or information, whether oral or written, obtained by you from HV or through or from use of the HV Platform shall create any warranty not expressly stated in the terms of use. HV shall have no liability to the User for any interruption or delay, to access the HV Platform irrespective of the cause.

It is hereby further clarified that HV and Venues Owners are separate and independent entities and HV does not work as representative or agent of the Channel Partner. By making a reservation/booking at the listed Accommodations the User enters into commercial/ contractual terms as offered by and agreed to between Channel Partner and the User alone.

The User hereby assumes the sole risk of booking or making use or relying on the information relating to the Services available on this Website/ Mobile Application/ Call Center/ Partners. It is User's responsibility to check the details of the Accommodations listed on the HV Platform at its sole discretion. HV shall not be responsible and shall not be required to mediate or resolve any dispute or disagreement between User and Channel Partner. In no event, shall HV be made a party to dispute between User(s) and Channel Partner(s) except in cases of online payments where HV shall be considered the first point of contact. HV will be the first point of contact in respect of online payment dispute management, refunds, cancellations, returns and customer support as they relate to the use of HV platform. User can reach out to HV to mediate or resolve any online payment dispute or disagreement between User and Venues Owners.

This website uses, a third-party analytics tool, to track page content and click/touch, movement, scroll, and keystroke activity.

20. LIMITATION OF LIABILITY

HV shall not be liable for any damages of any kind whatsoever including but not limited to direct, indirect, incidental, punitive, exemplary and consequential damages, damages for loss of use, data or profits, or other intangible losses, which may arise or are arising from the use of this HV Platform or any of the information, software, services and related graphics contained within the HV Platform or any of the Services offered, regardless of whether such damages are based on contract, tort, negligence, strict liability or otherwise, and even if HV has been advised of the possibility of damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, HV'S ENTIRE LIABILITY TO THE USER FOR ANY CLAIM ARISING OUT OF AVAILING HV SERVICES/ BROWSING THE HV PLATFORM SHALL BE LIMITED TO THE AMOUNT EQUIVALENT TO THE PRICE PAID FOR THE PRODUCT AND SERVICES GIVING RISE TO SUCH CLAIM.

21. GENERAL PROVISIONS

Governing Law and Jurisdiction: These terms and conditions and the provision of our services shall be interpreted, construed and governed by the laws of United Arab Emirates – Emirate of Dubai, which shall be applicable to These terms and conditions and the provision of our services without regard to principles of conflict of laws. User agrees that all claims, differences and disputes arising under or in connection with or in relation hereto the HV Platform, the terms or any transactions entered into on or through the HV Platform or the relationship between User and HV shall be subject to the exclusive jurisdiction of the Dubai courts and User hereby accede to and accept the jurisdiction of such courts.

No Waiver :Any failure, delay or forbearance on the part of HV in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by HV of any right, power or privilege preclude any other future exercise or enforcement thereof.

Severability: The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.

PRIVACY POLICY

Our Privacy Policy governs the privacy terms of our website, and the tools we provide you (the "Website" or the "Service"). Any capitalized terms not defined in our Privacy Policy, have the meaning as specified in our Terms of Use accessible at www.hotelavenues.com

Your Privacy

Our Website follows all legal requirements to protect your privacy. Our Privacy Policy is a legal statement that explains how we may collect information from you, how we may share your information, and how you can limit our sharing of your information. You will see terms in our Privacy Policy that are capitalized. These terms have meanings as described in the Definitions section below.

Definitions

- **Personal Data:** Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
- **Usage Data:** Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Cookies:** Cookies are small pieces of data stored on a User's device.
- **Data Controller:** Data Controller means a natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your data.
- **Data Processors (or Service Providers):** Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.
- **Data Subject:** Data Subject is any living individual who is the subject of Personal Data.
- **User:** The User is the individual using our Service. The User corresponds to the Data Subject, who is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally, identifiable information may include, but is not limited to: Email address, Name, Address, State, Province, ZIP/Postal code, City, Cookies and Usage Data.

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Upon start using our website, you will freely have the option to accept such cookies note and associated technologies or not at your own discretion.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use session cookies (we use these cookies to operate our Service) and preference cookies (we use these cookies to remember your preferences and various settings).

Use of Data

We use the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service

- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Retention of Data

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to and maintained on computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Disclosure of Data

Business Transaction. If we are involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement. Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), HV legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

HV may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights
- For payment processing purposes
- To comply with the law

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. HV aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data, we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you.
- The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
- The right to object. You have the right to object to our processing of your Personal Data.
- The right of restriction. You have the right to request that we restrict the processing of your personal information.
- The right to data portability. You have the right to be provided with a copy of your Personal Data in a structured, machine-readable and commonly used format.

- The right to withdraw consent. You also have the right to withdraw your consent at any time where HV relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands

like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Visa Their Privacy Policy can be viewed at

https://ae.visamiddleeast.com/en_AE/legal/privacy-policy.html

Mastercard Their Privacy Policy can be viewed at

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/anti-piracy-policy.html>

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us by using the contact information info@hotelvenues.com