# Kurmba

## KURUMBA MALDIVES PRIVACY STATEMENT

At Kurumba Maldives, we respect the privacy of your personal information and is committed to ensuring its proper collection, storage, use and disclosure. Under no circumstances will information be sold or made available to third parties who are not owned by Kurumba Maldives.

We have provided a policy statement that addresses relevant privacy issues for Kurumba Maldives.

## What personal information is collected whilst staying at Kurumba Maldives?

By knowing customer preferences, Kurumba Maldives can more effectively and conveniently provide special offerings tailored to the requirements of our customers.

Depending on the service you are accessing, you could be asked at various times to provide information including but not limited to, details such as your name, email address or information about what you like and do not like. When requesting a booking online, we may request your credit card number to complete the reservation or your mailing address to ensure delivery.

Visitors to the website may choose to submit information to Kurumba Maldives when they elect to:

- Request a brochure
- Request a reservation
- Submit details to a mailing list
- Submit a question or comment via the site's Contact Us or Guest Comment feedback survey called Market Metrix
- Apply for a job

The information you provide when you visit the site is used to enhance the services offered on the site and to personalize other special offers from Kurumba Maldives to provide you with products and services that we think will be of interest to you.

## What is the purpose and usage of my information?

Kurumba Maldives will not use my personal information for any purpose you would not reasonably expect us to. Your information may be used by Kurumba Maldives to enable us to enhance our relationship with you, however it is your decision whether you wish to provide us with the information necessary for this service.

All personal information collected by Kurumba Maldives will be used to ensure our marketing programs function properly, both a functional and operational perspective and for planning and product development, to ensure that our marketing programs are tailored to suit your needs. The personal information collected is fundamental in order for you to participate in the various marketing programs. If you have chosen to receive news and deals online – this will be sent to your nominated email address as well as other emails keeping you up-to-date about other products and services. If you provide us with your postal address, you may receive periodic mailings from us with information on new products and services or upcoming events. These offers may be based on information you have provided and on your history with us as a customer.

For operational purposes, Kurumba Maldives may divulge your personal details to a third party when the administration and processing of a marketing programs is outsourced to a third party. (Examples include – when mailing houses are used, when an outside agency uses customer data provided or when a credit check is required on application, when an outside website server is used to email newsletter, product updates etc). Kurumba Maldives will not sell, rent or trade your personal information to third parties for marketing purposes.



We may also release information about you where there is a duty to the public to disclose that information, ie. Where the law requires us to do so. On termination of your participation in any of the Kurumba Maldives programs, your contact details will be noted as closed and your details will be deleted from our databases/

## **Opt Out**

As a participant in Kurumba Maldives programs, one of the benefits your membership may include is mailings. These mailings include details relating to you and may include special promotional offers. If you would prefer not to receive these communications, you have the right to opt out. A choice to opt out will be included on these occasions. Alternatively, you can write to Kurumba Maldives and request that you receive no further information.

As a participant, you may also have the right to request access to the personal information Kurumba Maldives has relating to you. Please direct such requests in writing either to the general enquiry section on the website or to the contact for that particular marketing program.

All our email communication with you requires your consent, whether explicit or inferred. The emails you receive will contain details regarding unsubscribing (opt out) from our database. If you experience any difficulty with this un-subscription process you can email us at <a href="mailto:sales@kurumba.com">sales@kurumba.com</a>

## Security

Kurumba Maldives operates secure data networks, protected by industry standard firewall and password protection systems, to guard against the loss, misuse or alteration of information under the company's control. Our security and privacy are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers.

## Website terms

By using this site you agree to be bound by these terms and conditions.

We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted. Your use of some parts or features of the site may be governed by additional terms and conditions. Where this is the case you will be notified accordingly and those additional terms and conditions:

- will apply to your use of such parts of the site or features in addition to these terms and conditions; and
- will prevail over these terms and conditions to the extent of any inconsistency.

#### **Intellectual Property Rights**

You acknowledge that the Content on the Site is subject to copyright and possibly other intellectual property rights. In these terms and conditions, Content includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).

Unless you are expressly authorised by us or by law do to so, you must not yourself or with others, participate in or permit any other person, to:

- sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent; or
- otherwise infringe the intellectual property rights of any person in using the Site or any Content.



Nothing you do on or in relation to the Site will transfer any intellectual property rights to you or licence you to exercise any intellectual property rights unless this is expressly stated.

You agree that our marketing logos and our corporate logo "Kurumba Maldives and Maldives in Full Colour" are our trademarks. All rights in these trademarks are reserved by us. All other trademarks appearing on our Site are the property of our owners.

#### **Content of the Site**

We attempt to keep the Content of the Site up to date. However, we do not warrant the accuracy or currency of the Content.

You acknowledge that the Content on the Site is liable to change at any time.

All prices quoted on the Site are in US\$, unless otherwise indicated.

Prices quoted on the Site should be used as a guide only as they may change from time to time.

## Your use of the Site

You must not:

- disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
- reproduce any Content from our Site without our express written permission, which we may withhold or grant (on terms acceptable to us), in our absolute discretion;
- violate any Applicable Law relating to your use of the Site; or
- collect or store personal data about other users of the Site.
- In these terms and conditions, Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:
- any law, rule or regulation of any country (or political sub-division of a country);
- any obligation under any license in any country (or political sub-division of a country); and
- any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country)

#### Links and Advertisements

We have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (including without limitation sites linked through advertisements or through any search engines). The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk. We do not accept any responsibility or liability for any claims arising out of the descriptions or information supplied to us.

Your correspondence or dealings with, or participation in promotions of, any advertisers on the Site are solely between you and such advertisers. We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Site.

#### Use of the Site is at Your Risk

Subject to paragraph (2), you use the Site at your risk and everything on the Site is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the full extent permissible under any applicable law.

If a jurisdiction does not allow the exclusion of implied warranties in accordance with paragraph (1) but allows limitations of a certain maximum extent then we limit our warranties to the full extent permitted by that law.



#### **Limitation of Liability**

To the extent permitted by law our aggregate liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the Site terms, the Site following, the choice of which is at our sole discretion:

In the case of goods any one or more of the following:

#### the supply of the services again; or

the payment of the cost of having the services supplied again.

To the extent permitted by law we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

#### **General Provisions**

If any part of this agreement is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect. Where a part is unenforceable, and can be given no effect, then it shall be severed and the remainder will remain in full force and effect.

#### Jurisdiction

This agreement is governed by the laws the Republic of The Maldives. You irrevocably submit to the exclusive jurisdiction of the courts of The Republic of the Maldives.

#### Changes to our privacy policy

This information relates to our current privacy standards. We may vary our privacy statements from time to time. These changes will be reflected on www.kurumba.com

#### **Complaints and enquiries**

Please contact our Marketing department by email or phone as listed on our website at <u>www.kurumba.com</u> if someone has gained access to your personal information. We will try to satisfy any questions you have and correct any errors on our part.