

RMS Terms & Conditions, Privacy

GRANT OF LICENCE

BNH Ltd ("BNH," "We" or "Our") with registered office Level 1, Suite 5, Tower Business Centre, Tower Street, Swatar, Birkirkara BKR 4013, Malta, provides its RMS web application ("RMS") to You subject to these Terms And Conditions.

By accepting these Terms, or by accessing or using the RMS, You represent and acknowledge that You have read, understood, and agree to be bound by these Terms, and that the information You provide in registering with the RMS is accurate, complete, and is Yours or within Your right to use. If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms "You," "Your" or related capitalized terms herein shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the RMS.

You acknowledge that these Terms constitute a contract between You and BNH, even though it is electronic and is not physically signed by You and BNH, and that these Terms govern Your use of the RMS and supersede any prior agreements between You and BNH.

RMS

The RMS includes the Channel Manager web application, The Booking Engine web application, the Property Management Software(PMS) and related software services, the help desk system, connectivity API's, and the related support services provided to You, including all software, data, text, images, sounds, videos, and other content provided by BNH. Any new features added to or augmenting the RMS and related services are also subject to these Terms.

SECURITY

BNH shall provide You with a user name and password to access the RMS.

All users who that access the RMS service do so with User account(s) which are provided to them by BNH. You are responsible for maintaining the confidentiality of your user account information and your password. You agree to accept responsibility for all activities and changes to data that occur under your user account(s) or password(s). BNH will not be held accountable for changes made by either the users or the Booking Channels.

IDENTITY AUTHENTICATION

We use many techniques to identify You when You register on the RMS. To comply with legislative requirements, and global sanctions, we screen our customer accounts and may collect information from You to satisfy such requirements and sanctions. We may request that You provide us with documentation to help prove Your identity for business verification purposes. Under these terms of use, You authorize BNH, directly or through third parties, to make any inquiries we consider necessary to validate Your registration.

SCHEDULED SYSTEM INTERRUPTION

BNH may make changes to the RMS from time to time.

To apply upgrades and other changes to the System Software the RMS may be made temporarily unavailable. To minimize impact to your usage of the system, BNH will attempt to make any outages as short as possible and at a time of day where system usage is at its minimum.

FEES

BNH reserves the right to change fees to You, unless You have signed a 12 or 24 month user agreement in which case the pricing terms of such agreement will take precedence over these terms and conditions.

SITE CONTENT DISCLAIMER OF WARRANTIES

BNH, its related companies, officers, employees and its suppliers provide the RMS and related services "as is" and without any warranty or condition, express, implied or statutory to the maximum extent permitted by law. BNH, its related companies, officers, employees and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the maximum extent permitted by law. We do not guarantee continuous, uninterrupted access to RMS and related services, and operation of the RMS and our website(s) may be interfered with by numerous factors outside of our control.

LIMITATION OF LIABILITY.

No Consequential Damages. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to these terms, or such party's affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party in connection with this agreement or the service, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.

Force Majeure And Third Parties. You agree that BNH is not liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any government authority, war, sabotage, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services.

Limits On Monetary Damages. Notwithstanding anything to the contrary in these terms, BNH's (including any of its affiliates) aggregate liability, for damages (monetary or otherwise) under these terms during any calendar year for claims made by you or any third party arising from our service, shall be limited to the lesser of (i) actual damages incurred, or (ii) payments made by you for the service during the twelve (12) months preceding the claim. The parties acknowledge and agree that the essential purpose of this clause is to allocate the risks under these terms between the parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if BNH were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into this agreement.

INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that BNH owns all right, title and interests in and to the RMS (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the RMS), the accompanying documentation and printed materials, and any copies of the RMS. BNH does not grant You any right, title or interest in or to the RMS.

The URLs representing the BNH website(s), and all related logos of our products and services described in our website(s) are either subject to copyright, trademark or existing registered trademark ownership by BNH and may not be copied, imitated or used, in whole or in part, without the prior written permission of BNH.

ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

Either party may assign or transfer these Terms, in whole or in part, without restriction, provided the assignee agree to be fully bound by these Terms. These Terms supersede prior versions of these Terms, or any other discussions, agreements or understandings by or among the parties (other than written agreements accepted by both parties). We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We direct You to the latest version.

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

INDEMNITIES AND RELEASES

You agree to indemnify and keep indemnified BNH, its related companies, officers, employees and its suppliers against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death to any third party caused or contributed to by Your act, neglect or default, or the act, neglect or default of Your servants and agents;

CONFIDENTIALITY

BNH acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that You deem s as being proprietary and confidential. Confidential Information means any information of Yours that is by its nature is confidential or is designated by You as confidential. BNH agrees that it will use Your Confidential Information solely for the purposes of the provision of the BNH service to You and will not dis clos e Your Confidential Information, directly or indirectly, to any third party without Your prior written consent.

CANCELLATION AND TERMINATION

BNH reserves the right to terminate Your access to the RMS at any time for any reason whatsoever. BNH shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service. If You breach any of the terms of this agreement BNH reserves the right to terminate Your access to the RMS immediately on becoming aware of such breach.

You may cancel your subscription with 30 days notice, by emailing BNH unless.

SURVIVAL

Intellectual Property Rights), Cancellation and Termination, Disclaimer of Warranties, Limitation of Liability, Indemnities And Releases, Assignment; Entire Agreement; Revisions, Severability, and Governing Law will survive any termination of these Terms.

GOVERNING LAW

These Terms And Conditions are governed by and interpreted under the laws of Malta. Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches. These Terms And Conditions detail the entire understanding between us concerning its subject matter.

Privacy

We have created this privacy statement in order to demonstrate our firm and continuing commitment to the privacy of personal information provided by those visiting and interacting with this website. We hold the privacy of your personal information in the highest regard. The following discloses our information gathering and dissemination practices for this website.

BNH recognizes the importance of protecting your privacy and our policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site. This policy will be continuously assessed against new technologies, business practices and our customers' needs.

INFORMATION WE COLLECT

When you visit this website you may provide us with two types of information: personal information you knowingly choose to disclose that is collected on an individual basis, and website use information collected on an aggregate basis as you and others browse our website.

1. PERSONAL INFORMATION YOU CHOOSE TO PROVIDE

Registration Information. When You register for any of our services or newsletters you will provide us with information about yourself.

Email Information. If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same level of protection for electronic communications as we do for information received by mail and telephone.

Communication with You. Registration or correspondence with us via email constitutes a commercial relationship and implies consent for us to communicate with you regarding our services. We promise to only send you information deemed relevant to our commercial relationship and any email communication you may receive from us highlighting our services, special offers or promotions will include an opt out or unsubscribe feature.

2. WEBSITE USE INFORMATION

Similar to other commercial websites, our website utilises a standard technology called "cookies" (see explanation below, "What Are Cookies?") and web server log files to collect information about how our website is used. Information gathered through cookies and web server logs may include the date and time of visits, the pages viewed, time spent at our website, and the websites visited just before and just after our website.

STORAGE OF COLLECTED INFORMATION

The security of your personal information is important to us. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete credit card details, according to PCI compliance.

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

ACCESS TO COLLECTED INFORMATION

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us. If you wish to deactivate your service, we will require 30 days notice in writing.

HOW WE USE THE INFORMATION THAT YOU PROVIDE TO US

Broadly speaking, we use personal information for purposes of administering our business activities, provision of services, monitoring the use of services, marketing and promotional efforts, improvement of our content and service offerings, and customization of our website's content, layout, services and other lawful purposes. These activities improve our site and enable us to better tailor it to meet your needs.

Furthermore, such information may be shared with others on an aggregate basis. Personally identifiable information or business information will not be shared with parties except as required by law.

Occasionally, we may also use the information we collect to notify you about important changes to our website, new services, and special offers we think you will find valuable. You may notify us at any time if you do not wish to receive these offers.

COOKIES

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Browsers are usually set to accept cookies. However, if you would prefer not to receive cookies, you may alter the configuration of your browser to refuse cookies. If you choose to have your browser refuse cookies, it is possible that some areas of our site will not function as effectively when viewed by the users. A cookie cannot retrieve any other data from your hard drive or pass on computer viruses.

As you visit and browse our website, the site uses cookies to differentiate you from other users. In some cases, we also use cookies to prevent you from having to log in more than is necessary for security. Cookies, in conjunction with our web server's log files, allow us to calculate the aggregate number of people visiting our website and which parts of the site are most popular. This helps us gather feedback to constantly improve our website and better serve our clients. Cookies do not allow us to gather any personal information about you and we do not intentionally store any personal information that your browser provided to us in your cookies.

SHARING AND SELLING INFORMATION

We do not share, sell, lend or lease any of the information that uniquely identify a subscriber (such as email addresses or personal details) with anyone except to the extent it is necessary to process transactions or provide services that you have requested.

HOW CAN YOU ACCESS AND CORRECT YOUR INFORMATION?

You may request access to all your personally identifiable information that we collect online and maintain in our database by emailing us.

WHAT ABOUT LEGALLY COMPELLED DISCLOSURE OF INFORMATION?

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights. We may also disclose account information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating our Terms of Service or to protect the safety of our users and the Public.

IP ADDRESSES

IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of demographic and profile data known as traffic data so that data (such as the web pages you request) can be sent to you.

WHAT ABOUT OTHER WEBSITES LINKED TO OUR WEBSITE?

We are not responsible for the practices employed by websites linked to or from our web site or the information or content contained therein. Often links to other websites are provided solely as pointers to information on topics that may be useful to the users of our website.

Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including websites which have a link on our website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding.

YOUR CONSENT

By using our website you consent to our collection and use of your personal information as described in this Privacy Policy. We

reserve the right to amend this privacy policy at any time with or without notice.

CHOICE/OPT-IN/OPT-OUT

This site allows visitors to unsubscribe so that they will not receive future messages. After unsubscribing we will discontinue sending the particular messages as soon as technically feasible.

ACQUISITION OR CHANGES IN OWNERSHIP

In the event that the website (or a substantial portion of its assets) is acquired, your information would be considered part of those assets, and may be part of those assets that are transferred.

POLICY MODIFICATIONS We may change this Privacy Policy from time to time. If/when changes are made to this privacy policy, we will email users who have given us permission to do so. We will post any changes here, so be sure to check back periodically. However, please be assured that if the Privacy Policy changes in the future, we will not use the personal information you have submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy, without your prior consent.