



PRIVACY POLICY

Agreement Between You and Malolo Island Resort

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Modification of Terms

We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on the Web Site, and will not have any retrospective effect on existing contractual arrangements made through this Web Site. Your continued use of this Web Site after any change means you have accepted the changed terms and conditions.

Disclaimer of warranties & Limitation of liability

General

Your access to and use of software and other materials on, or through, this Web Site is solely at your own risk. We make no warranty whatsoever about the reliability, stability or virus free nature of such software.

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This Web Site may contain errors and omissions relating to product description, pricing, and availability. We may correct errors or omissions without prior notice. We may also cancel any offered product or service in the event of an error or omission in the description, including price, availability, or other reason.

Disclaimer of warranty

To the maximum extent permitted by applicable law, we disclaim all warranties relating to the information, software, products and services contained in this web site. all such information is provided "as is" without warranty of any kind. We hereby disclaim all warranties and conditions with regard to this information, software, products and services contained in this web site including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Limitation of liability

In no event will we be liable for any direct, special, indirect, incidental, consequential (including among other things loss of revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of:

(I) Access to, or use of this web site, or delay or inability to use this web site, or any information contained in this web site; or,

(II) The availability and utility of products and services

Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable law.

Any rights not expressly granted herein are reserved by us.

Indemnity

As a condition of use of this Web Site, you agree to indemnify us from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from your use of this Web Site, including without limitation any claims alleging facts that if true would constitute a breach by you of these terms and conditions.

Links to Third-Parties' web sites

This Web Site may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third-party sites. Third party links and pointers are included solely for your convenience, and do not constitute any endorsement by us. You assume sole responsibility for use of third party links and pointers.

Limitations on Use

You agree to use this Web Site solely to determine the availability of goods and services and make legitimate reservations or transact business with us. You agree to use the Web Site only for personal, non-commercial use.

You agree to all of our terms and conditions of purchase, including, but not limited to, full and timely payment of all amounts due and compliance with all rules concerning availability of fares, products, or services. All fees, assessments, charges, taxes and duties arising out of use of the Web Site are your sole responsibility.

You agree to not abuse the Web Site. "Abuse" includes, without limitation, using the Web Site to:

Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.

- Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- Download or upload files that are unlawful to distribute through the Web Site.
- Transmit any information or software obtained through the Web Site, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the Web Site.
- Cause an excessively large load on the infrastructure of the Web Site.

- Falsely use a password or personal identification number during logging into the Web Site, or misrepresent one's identity or authority to act on behalf of another.
- Violate this Agreement in any other manner.

Copyright and Trademark Notices

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Use of Credit card

We accept major credit cards. Your credit card will be debited for such amount(s) as may be specified at the time when you click on the confirm button.

Security

We will take all reasonable measures to insure information you transmit to us using the Web Site will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant unauthorized access to that information can never happen. We will not be liable for any such unauthorized access unless caused solely by our gross negligence, in which event you will be entitled to compensation up to a maximum of the value of the services purchased by you.

Security Information

We consider the protection of all personal information we receive from our web site visitors and subscribers as critical to our corporate mission. Please be assured that we have security measures in place to protect against the loss, misuse, and alteration of any personal information we receive from you. As with any transmission over the Internet, however, there is always some element of risk involved in sending personal information. In order to try to minimize this risk, we encrypt all information that you submit in ordering one of our products or services using the Secure Sockets Layer (SSL) protocol.

Privacy Statement

Information collection and use by MIR includes any and all of the following entities and/or brands: Ahura Resorts, PO Box 10044, Nadi Airport, Fiji Islands. We are responsible for the processing of any personal information you provide to this Web Site and we are notified where required in each country under the relevant data protection legislation of that country. We take our responsibilities regarding the protection of personal information very seriously. This policy explains how we use personal information that we may obtain about you. By using our Web Site you consent to this use.

Why do we need your personal information?

When you use services provided on this Web Site you will be asked to provide certain information such as your name, contact details, and/or debit/credit card details. We will store this information and hold it on computers or otherwise. We will use this information in the following ways:

- To fulfil our agreement with you, including reserving your hotel room, sending you your confirmation or contacting you if there is a problem with your reservation;
- To register you with our Web Site and administer our Web Site services where you have registered to receive these. You can unsubscribe from these services at any time (see Choice/Opt-out below);
- To administer any contest or other promotional offer you may enter and notify winners;
- To answer any queries which you may send to us by e-mail;
- For crime prevention and detection; and
- For direct marketing purposes, as set out in detail below.
- If you are booking accommodation on behalf of someone else, you must obtain their consent to use their personal information. We proceed on the basis that you have obtained this consent.

How do we use your personal information?

Information you provide or that is obtained by us will be used by us to enable us to review, develop and improve the services which we offer and provide you and other customers (via mail, email telephone or otherwise) with information about new products and services and special offers we think you will find valuable. We may also inform you about new products and services and special offers of selected third parties.

Who do we share your information with?

We may give information about you as follows:

- To other companies and/or brands in the MIR Group;
- To trustworthy third parties that we use for the provision of certain services, where specified during the booking process or otherwise prior to such transfer.
- To anyone to whom we transfer or may transfer our rights and duties under our agreement with you;
- To third party organizations involved in credit card authorization;
- If we have a duty to do so or if the law allows us to do so;
- To our employees and agents to do any of the above on our behalf, now or in the future.
- If you choose not to provide certain personal information we request, you will still be able to visit our Web Site but you may be unable to access certain options or services.

Security

We will take appropriate steps to protect the personal information you share with us. We have implemented technology and security features to safeguard the privacy of your personal information.

Cookies

Our Web Site may use "cookies" so we can better serve you with customized information when you return to our Web Site. Cookies are identifiers which a web site can send to your browser to facilitate your next visit to our Web Site. You can set your browser to notify you when you are sent a cookie, giving you the option to decide whether or not to accept it.

Links

Our Web Site may contain links to other web sites. Please be aware that we are not responsible for the privacy practices of web sites not operated by us or an entity in the "MIR Group". We encourage you to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by our Web Site.

Correction/updating of personal information

If your personally identifiable information changes, or if you no longer desire our service, we will provide a way to correct, update or remove your personal information provided to us.

Choice/Opt-out

If you no longer wish to receive promotional materials you may opt-out of receiving these communications by emailing us sm@ahuraresorts.com; this will remove you from MIR mail lists. You will always be notified when information is being collected by any outside parties. We do this so you can make an informed choice as to whether they should proceed with services that require an outside party, or not.

Notification of changes

If we decide to change our privacy policy, we will post those changes on our Web Site so you are always aware of what information we collect, how we use it, and under circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify you by way of an email. You will have a choice as to whether or not we use your information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

Currency Conversion

Currency rates are based on ANZ Bank Fiji foreign exchange rates. The accuracy of such rates is not verified, and actual rates may vary. Currency quotes are not updated every day. We believe in the accuracy of the information supplied by this application, but we do not warrant or guarantee such accuracy. If using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any other purposes, except for personal use, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

Web Site Contact

Online bookings

If you have a query regarding your online booking or encountered any problems whilst making your booking, please contact us by emailing malolores1@ahuraresorts.com

Non-booking related queries

If you experience any technical problems during your interaction with this website, please contact our technical support team by emailing it@ahuraresorts.com