

STARACCOM (PTY) LIMITED



TERMS:

All references to "Arcadia Hotel", "Arcadia", "we", "us", and "our", are deemed to refer to Staraccomm (Pty) Ltd, registration number 1971/008319/07, a limited liability company incorporated in South Africa ("Arcadia")

All references to "you" are deemed to be references to any customer, user and/or visitor of www.arcadiahotel.co.za (the "Website")

ACCEPTANCE OF TERMS:

Arcadia permits the use of this Website subject to these terms and conditions (the "Terms and Conditions"). By using this website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. Please Note; that you are not allowed to use this website if you do not agree to the Terms and Conditions.

Your use of any accommodation and services offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, the Terms and Conditions as contained herein will prevail.

USE OF WEBSITE:

The contents of this website, including any content, information, software, icons, text, links, graphics, layouts, images, sound clips, trade names, logos, trade marks and service marks are protected by law including but not limited to copyright and trade mark law, and are owned by or licensed to Arcadia Hotel.

No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution or reproduction of the said contents is illegal and prohibited.

By entering this website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy pages of the website or the content contained herein, without the prior written consent from an authorized Arcadia representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website) You may not use the Website to distribute material which is defamatory, offensive and unlawful or contains hate speech.

The reservations feature of this Website is provided solely to assist you in determining the availability of accommodation and services and to make legitimate reservations. You agree to be financially responsible for all your use of this Website (as well as for use of your account by others, including without limitation, any person under the age of eighteen years of age) You agree that the reservations facilities of this Website shall be used only to make legitimate reservations. You understand that overuse or abuse of the reservation facilities of this Website may result in you being denied access to such Website, as the sole discretion of Arcadia Hotel. **Because we deal with you in an impersonal and automated environment, you hereby warrant that:**

- All your details as recorded on the website are true and correct;
- You are legally capable of concluding a transaction on the Website; and
- You have read, understood and accepted these Terms and Conditions

Arcadia Hotel will rely on instructions that appear to originate from you even if they come from someone else impersonating you and to act on any instruction purporting to originate from you, unless you notify us of any irregularities.

This Website may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of this Website ("access codes") The content contained in such restricted areas is confidential to Arcadia Hotel, and is provided to you for your use only. We reserve the right to prohibit the use of such access codes where we determine that such use interferes with the Website's operation or results in commercial benefits or other entities to our detriment.

DISCLAIMER:

The Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability. Fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

While Arcadia Hotel takes reasonable measures to ensure that the contents of this Website are accurate and complete, we make no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. Arcadia Hotel reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

Arcadia Hotel will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, we also make no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spy ware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardize the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. We do not accept any responsibility for any errors or omissions on this Website.

RATES:

- All rates advertised on the Website are exclusive to tourism levies, service charges, credit card fees, taxes and other similar third party charges.
- All rates and fees advertised on this website are displayed in ZAR - South African Rand and all payments processed will be done in ZAR - South African Rand.

PAYMENT POLICY:

Payment for any reservations or other services for which fees may be charged by Arcadia Hotel shall be payable either on reservation (for all Website bookings and other) or, where applicable, shall be debited to your account at departure.

The rates payable in respect of the provision by Arcadia Hotel of any services and/or goods, including but not limited to the provision of accommodation, shall be at the current applicable rates of the hotel.

The guest is obliged to vacate his room and check-out by the time communicated to him by the hotel's management. Failure to do so will render you liable for an additional night's charge unless prior and alternative check-out arrangements have been made with the hotel's management.

You hereby agree that any reservation made by you via this Website constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act, No 25 of 2002 and that a binding agreement has been concluded between you and the hotel, authorizing the hotel to deduct or debit your credit card for payments for services rendered. Your signature shall not be required for authorization purposes.

CANCELLATION AND REFUND POLICY:

Should you cancel the reservation less than 24 (twenty four) hours from the day of arrival, a cancellation fee of the rate for one night plus any other applicable government taxes or levies will be levied against you. Arcadia Hotel reserves the right to debit your credit card with a cancellation fee equal to one night's accommodation, if a reservation is not cancelled by 14h00 (hotel time) on the day of arrival.

A no-show is the non-arrival of a guest without notification in writing by fax or email to the hotel. In the case of a no-show, a no-show fee for full duration of stay provided plus any other applicable government taxes or levies will be levied against you.

Changes to existing confirmed reservations will carry an administration charge of ZAR100.00 that will be debited to your credit card.

PRIVACY POLICY:

Arcadia Hotel has a strong commitment to providing excellent service to all our customers and visitors of this website, including respecting concerns about privacy.

We will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information") Generally this information is requested when making reservations, requesting a particular service; when sending feedback or when entering a competition.

You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purpose for which we will use your personal information are as follows: to transact with you via the Website or email regarding reservations, to provide services to you via our Website; to inform you of new features, services, special offers and products (provided you have consented to

receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

We use a secured electronic network provided by third parties' for credit card data and other personally identifiable information. This ensures that your information is encrypted as it travels over the Internet and is stored on a secure server once it reaches us. However, due to the nature of the Internet, we cannot guarantee that your communications will be free from unauthorized access by third parties.

Arcadia Hotel will not be liable for any loss or damages arising from third parties' unauthorized access of our data.

We shall be entitled to disclose personal information if required to do so -

- (a) to comply with applicable law or with legal process served on us;
- (b) to protect and defend the rights or property of Arcadia Hotel, and
- (c) for the purposes of distributing same to various employees and/or third parties who assist us in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies" "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of the Website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies might be necessary to provide you with certain features (e.g. customized delivery of information) available on our Website.

You hereby agree to update any of your personal information in the possession of Arcadia Hotel as soon as it is no longer accurate and complete. If you ever want to update or correct any of your personal information held by Arcadia Hotel, kindly contact us via archot@arcadiahotel.co.za or marketing@arcadiahotel.co.za and will endeavour to update and correct your personal information.

If you disclose any personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Arcadia Hotel, you must be aware that we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

Whilst Arcadia's intent is to take reasonable measures to keep personal information about you confidential, it shall however not be liable for any loss or damage, howsoever arising, suffered as a result of the disclosure of such information.

Arcadia Hotel will:

- treat your personal information as strictly confidential;
- take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

Conditions of Residence:

You warrant that you are duly authorized to sign and bind all persons represented by you or for whom you are responsible ("your party") to these conditions of residence and, failing such authority or regardless of billing instructions, you agree to be personally liable for all amounts arising from the occupation or residence of your party and yourself at the hotel.

You agree to pay the room rate as determined by the hotel for the period of residence, the costs of food, beverage, parking and any other amounts relating to such residence together with VAT, incurred by you and your party during your stay in the hotel. Periodic payments must be made if the account exceeds the credit limit designated by the hotel, and accounts are payable on presentation.

A certificate from the hotel manager prima facie shall constitute proof of your indebtedness and the particulars therein for all purposes including any action instituted by the hotel against you. You agree that after your departure, the hotel may retain goods left behind by you and authorize the hotel. After giving one month's notice to the address registered by you of its intention to do so, to sell same, privately or publicly, at the hotel's discretion at such price as the hotel may determine and offset the proceeds of such sale against your indebtedness or to hold such proceeds or part thereof for a period of three years pending any claims by you for those proceeds failing which they shall be deemed to have been forfeited to the hotel.

You hereby agree, as a condition of your occupation of or residence at the hotel, that Arcadia Hotel and the owner, manager and/or operator of the hotel and their affiliates and respective directors, officers, employees, agents and representatives (collectively "Arcadia Hotel") shall not be responsible or liable for any accident or any injury or death of any person or the loss or destruction of or damage to any property, whether arising from fire, theft or any other cause whatsoever and by whomsoever caused or arising from the negligence or wrongful acts or omissions of Arcadia Hotel. You accordingly herewith irrevocably and unconditionally indemnify and agree to hold harmless Arcadia Hotel in respect of responsibility and/or liability as aforesaid.

Linked Third-Party Website and Third-Party Content:

This Website may contain links or references to other websites outside of our control, including those of advertisers. These Terms and Conditions do not apply to those websites and Arcadia Hotel is not responsible for the practices and/or privacy policies of those sites or cookies those sites uses. In addition, because Arcadia Hotel has no control over such external sites and resources, you acknowledge and agree that Arcadia Hotel is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other websites or your reliance on any information contained on those websites.

Permission for Hyperlinks, Deep Linking, Crawlers and Metatags:

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving prior written approval of an authorized representative of Arcadia Hotel, which may be withheld or granted subject to such conditions Arcadia Hotel may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever.

This Website may from time to time contain message boards, which allow users to comment on their experience at Arcadia Hotel. At times those comments may contain references to matters not related to Arcadia Hotel. Those references do not necessarily represent the views of Arcadia Hotel

Limitation of Liability:

Arcadia Hotel shall in no way be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in the Website or any linked website, or any inability to use the Website, or any unlawful activity on the Website, even if Arcadia Hotel was aware or has been advised of the possibility of such loss, expense, claim or damages, unless such loss or damages arise due the gross negligence of Arcadia Hotel

You hereby indemnify Arcadia Hotel against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use if this Website or the receipt by you of an electronic from Arcadia Hotel or one that purports to emanate from Arcadia Hotel, unless the loss, claim or damage arises as a result of gross negligence of Arcadia Hotel.

Changes to these Terms and Conditions:

Arcadia Hotel reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Termination:

Arcadia Hotel may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Arcadia Hotel will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law:

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the Terms and Conditions pertaining to such services.