



Terms and Conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the www.manhattanbusinesshotel.com website (“Website” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and www.manhattanbusinesshotel.com (“Manhattan Business Hotel”, “we”, “us” or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Manhattan Business Hotel even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Accounts and Membership

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

User Content

We do not own any data, information, or material (collectively, “Content”) that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor and review the Content on the Website submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display, and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing, or any similar purpose.

Billing and Payments

You shall pay fees or charges in accordance with the “Room Rates” displayed on our website and other online travel agencies (OTAs) and booking agents. The billing amounts will reflect the room rates you choose for your selected duration of your stay at our hotel (Manhattan Business Hotel). We accept payments via all major credit & debit cards either in USD currency. For local Maldivian customers, the payments will be accepted in Maldivian Rufiyaa (MVR). Payment related information all happens over an SSL secured communication channel and is encrypted and protected, and the Website and Services are also in compliance with PCI vulnerability standards in order to create as secure of



an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection. If in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase.

Booking Cancellation & Refunds

You may cancel your booking with us 48 hours prior to your checking date/time. Cancellation of pre-made booking must be informed to us by email before or on 48 hours prior to your checking date/time. We also reserve the right to refuse or cancel any bookings you make with us. In the event that we make a change to or cancel the booking, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the booking was made. We also reserve the right not to refund for no show and partial refund for booking cancellation 48 hours prior to your checking date/time.

Accuracy of Information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Third-party services

If you decide to enable, access, or use third-party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against Manhattan Business Hotel with respect to such other services. Manhattan Business Hotel is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such other services, or your reliance on the privacy practices, data security processes, or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Manhattan Business Hotel to disclose your data as necessary to facilitate the use or enablement of such other service.

Backups

We are not responsible for the Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.



Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party.

Links to Other Resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be “affiliate links”. This means if you click on the link and purchase an item, Manhattan Business Hotel will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website. Your linking to any other off-site resources is at your own risk.

Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual Property Rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Manhattan Business Hotel or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Manhattan Business Hotel. All trademarks, service marks, graphics, and logos used in connection with the Website and Services are trademarks or registered trademarks of Manhattan Business Hotel or its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Manhattan Business Hotel or third-party trademarks.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event will Manhattan Business Hotel, its affiliates, management, employees, agents, suppliers, or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Manhattan Business Hotel and its affiliates, officers, employees, agents, suppliers, and licensors relating to the services will be limited to an amount greater than one dollar or any amounts actually paid in cash by you to Manhattan Business Hotel for the prior one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Manhattan Business Hotel and its affiliates, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute Resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the Republic of Maldives without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Maldives. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in the Male' City, Republic of Maldives and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and Amendments

We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

Acceptance of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting Us

If you have any questions, concerns, or complaints regarding this Policy, the information we hold about you, or if you wish to exercise your rights, we encourage you to contact us using the details below:

- Enquiry via Website: <https://www.manhattanbusinessshotel.com/contact-us/>
- Contact Email: reservations@manhattanbusinessshotel.com
- Contact Phone: +960 3009777

We will attempt to resolve complaints and disputes and make every reasonable effort to honor your wish to exercise your rights as quickly as possible and, in any event, within the timescales provided by applicable data protection laws.

* This document was last updated on 10th Jan 2022.