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## TERMS OF USE

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#### INDEMNITY

You shall indemnify and keep Lexis Hibiscus Port Dickson and/or its parent company indemnified against all claims, damages, actions and proceedings made or brought against the Lexis Hibiscus Port Dickson and/or its parent company arising from your use of this website and/or any breach of terms in relation thereto by you.

#### ON-LINE PRIVACY STATEMENT

It is our policy to respect and protect the privacy of our users. We may use your data or information collected on-line to contact you periodically by post, telephone, facsimile, e-mails or short message service ("SMS") or any other social media to update you on our products or upcoming events. We may also share such information with our subsidiaries to support their respective marketing and promotion efforts. We and our subsidiaries will not wilfully disclose any such information to any other third parties without your express permission.

Lexis Hibiscus Port Dickson may however, need to work with authorised third parties to provide part or all of the Website and/or other services to you or to perform market research and statistical analysis. In such situations, Lexis Hibiscus Port Dickson will share your personal information as is necessary for the authorised third party to perform these services, on a strictly confidential basis.

These parties are not allowed to use your personal information disclosed to them except for the limited purpose of providing the particular service for Lexis Hibiscus Port Dickson. By using and continuing to use the Website you are deemed to have consented to such disclosure.

Without limiting the above, Lexis Hibiscus Port Dickson may disclose your personal information about you to companies within Lexis Hibiscus Port Dickson, its parent company or subsidiaries for accounting or reporting purposes, subject to the terms of this Policy. If you do not wish for Lexis Hibiscus Port Dickson to disclose your information, please send an e-mail to us.

## USE OF YOUR PERSONAL INFORMATION

Your personal information will be used by Lexis Hibiscus Port Dickson or its parent company or subsidiaries or authorised third parties, in support of the purposes stated at the time at which it was given or sought and/or for the following reasons. We are committed to protecting your privacy and assure you that your personal data and information will be strictly processed in accordance with the Personal Data Protection Act 2010 ("**the Act**") and our own strict internal policy.

We collect your personal data and information from you if you register as a guest with us (whether online or otherwise) or enter into any other transactions with us. The personal data and information which we collect include your contact information, passport and visa information and other personal details, children's information, credit card details, membership information of Lexis Hibiscus Port Dickson or other programme, your dates of arrival and departure from Lexis Hibiscus Port Dickson, your preferences, interests and other information collected pertaining to your stay at our hotel/the goods and services we provide, and any questions or comments you may have during or after your stay with us (collectively "**your personal data**").

Your personal data will be collected, held on computer and/or in manual files, used, disclosed and otherwise processed by Lexis Hibiscus Port Dickson to facilitate the performance and administration of our functions as a hotel, including the following purposes:

- to facilitate the provision of tourism and hospitality services to our customers;
- for statistical and marketing purposes for us, the Ministry of Tourism and other tourism service providers and bureau;
- billing purposes;
- for contact purposes;
- to respond to enquiries made via phone calls, emails, letters, faxes, Facebook or other media/social media;
- provision of information on our promotions, services and products;
- communicate with guests via sms blast, telemarketing or email blast;
- for administrative purposes, including audits, fraud monitoring and prevention;

- for security and emergencies – to abate or prevent any crime / intrusion into hotel room/suite/premises;
- for the maintenance of guests database(s) and customer service related processes;
- to update the status and information of guests;
- for purposes of compliance with any legal, regulatory and/or statutory requirements;
- general operation and maintenance of the services provided or required under any law to be provided by us as hoteliers; and
- to regularize data held by us and our group of companies (if any) relating to guests from time to time.

Your personal data is essential and important to us. If you do not provide or update all the information as requested, we will not be able to keep complete information about you, thus affecting our ability to fulfil the purposes stated above.

We may disclose and transfer your personal data to the following parties (whether within or outside Malaysia) for the purposes stated above:

- our related and/or group of companies, our agents and service providers and/or subcontractors and its affiliates including those located overseas providing services relating to the purposes for which your personal data is collected;
- third parties (including those located overseas) who provide data processing services to us;
- our appointed lawyers and panel solicitors who attend to matters relating to any breach or enforcement of contracts/agreements; to defend any rights or property of Lexis Hibiscus Port Dickson, its personnel and its related and/or group of companies;
- any person who has undertaken a duty of confidentiality to keep such data confidential; and
- any law enforcement agency, courts of Malaysia or pursuant to any court order.

It is important that your personal data is kept up-to-date. Should there be any changes in your personal data, such as address, phone/fax number, email address and other personal identification or information, kindly update the same with us as soon as possible so that we may update our records.

You may at any time after the submission of your personal data to us, submit in writing by mail to us at Lexis Hibiscus Port Dickson, 12<sup>th</sup> Mile, Jalan Pantai, Pasir Panjang 71250, Negeri Sembilan, Malaysia. Tel: 06-6602626 Fax: 06-6602699 email: [pr@lexishibiscuspd.com](mailto:pr@lexishibiscuspd.com) in the event:

- You require access to and/or a copy of your personal data that we retain about you and/or wish to make corrections to your personal data. Such request for access to and/or copies of your personal data may be subject to a fee and also to requirements of the Act and/or other applicable laws;

- You wish us to cease processing your personal data or otherwise limit our right to process your personal data and you are no longer agreeable to us retaining, holding or storing your personal data. However, please note that this may result in us not being able to properly perform or discharge our obligations to you; or
- You have any enquiries or complaints in respect of your personal data.