

DATA PRIVACY AND PROTECTION

TERMS AND CONDITIONS OF WEBSITE/APP/SOCIAL MEDIA USE

This page states the Terms and Conditions of Jim's Jungle Retreat (hereinafter 'Retreat') under which Visitor/Guest/Member may visit this website/app/social media accounts. Please read this page carefully. If you do not accept the Terms and Conditions stated here, we would request you to exit this website/app/social media accounts.

The Retreat, any of its business divisions and / or its subsidiaries, associate companies or subsidiaries (in India or abroad) reserve their respective rights to revise these Terms and Conditions at any time by updating the same. Visitor/Guest/Member should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all users of this website/app/social media accounts.

USE OF CONTENT

All logos, brands and marks appearing in this website/app/social media accounts, except as otherwise noted, are properties either owned, or used under license, by Jim's Jungle Retreat and / or its associate entities. The use of these properties or any other content on this website/app/social media accounts, except as provided in these terms and conditions or in the website/app/social media accounts content, is strictly prohibited.

No person shall sell or modify the content of this website/app/social media account or reproduce, display, publicly perform, distribute, or otherwise use the materials in any way for any public or commercial purpose without the respective organization's or entity's written permission.

ACCEPTABLE WEBSITE/APP USE/SOCIAL MEDIA

Security Rules

Visitors are prohibited from violating or attempting to violate the security of the website/app/social media, including, without limitation:

- Accessing or attempting to interference with the services being provided on the social media accounts such as, but not limited to, Instagram, Facebook, X, LinkedIn, YouTube etc.
- accessing data not intended for such user/visitor or logging into a server or account which the user/visitor is not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the website/app/social media accounts, overloading, "flooding", "mail bombing" or "crashing"; or

- sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability.

Retreat and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

General Rules

Visitors may not use the website/app/social media accounts in order to transmit, distribute, store or destroy material:

- that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation,
- in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity of other personal rights of others, or
- that is libelous, defamatory, pornographic, profane, obscene, threatening, abusive or hateful.

LINKS TO/FROM OTHER WEBSITE/APP/SOCIAL MEDIA

The website/app/social media such as, but not limited to, Instagram, Facebook, X, LinkedIn, YouTube etc may contains links to other website/app. These links are provided solely for the convenience of the visitor/guest/member. Wherever such link/s lead to any other website/app which do not belong to Retreat and / or its associate entities, Retreat shall not be held responsible for the content of linked website/app and does not make any representations regarding the correctness or accuracy of the content on such website/app. If visitor/guest/member decides to access such linked website/app/social media, it shall be at their own risk.

Similarly, Retreat's website/app/social media accounts can be made accessible through a link created by other website/app. Access to the Retreat's website/app/social media accounts through such link/s shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other website/app or their aim or purpose in establishing such link/s to the Retreat's website/app are necessarily the same or similar to the idea, concept, aim or purpose of the Retreat's website/app/social account or that such links have been authorized by the Retreat and / or its associate entities.

The Retreat shall not be held responsible for any representation/s of such other website/app/social media while affording such link and no liability can arise upon the Retreat and / or its associate entities consequent to such representation, its correctness or accuracy.

The Retreat shall not be held responsible for booking/reservation and payments being made through any 3rd party website/software. Standard deductions (as applicable) may be applicable on making Booking/Payment on any such 3rd party websites/software.

In the event that any link/s afforded by any other website/app/s derogatory in nature to the objectives, aims, purposes, ideas and concepts of the Retreats and such website/app is utilized to visit the Retreat's website/app/social media accounts and such event is brought to the notice or is within the knowledge of Retreat and / or its associate entities, civil or criminal remedies as may be appropriate shall be invoked.

INDEMNITY

Visitor/Guest/Member agrees to defend, indemnify, and hold harmless the Retreat and/ or its associate entities, their officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from their use of the website/app/social media accounts material or your breach of these terms and conditions of website/app/social media accounts use.

LIABILITY

While all reasonable care has been taken in providing the content on this website/app/social media accounts, Retreat and / or its associate entities shall not be held responsible or liable as to the completeness or correctness of such information and any or all consequential liabilities arising out of use of any information or contents on this website/app/social media accounts.

No warranty is given that the website/app/social media accounts will operate error-free or that the website/app/social media accounts and its server are free of computer viruses or other harmful mechanisms. If use of the website/app/social media accounts results in the need for servicing or replacing equipment or data, Retreat and / or its associate entities are not responsible for those costs.

The website/app/social media accounts are provided on an 'as is' basis without any warranties either express or implied whatsoever. Retreat and / or its associate entities, to the fullest extent permitted by law, disclaims all warranties, including non-infringement of third parties rights, and the warranty of fitness for a particular purpose and makes no warranties about the accuracy, reliability, completeness, or timeliness of the content, services, software, text, graphics, and links.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall Retreat, or any parties, organizations or entities associated with the corporate brand name Jim's Jungle Retreat or otherwise, mentioned at this website/app/social media accounts be liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use the website/app/social media accounts and the website/app/social media accounts material, whether based on warranty, contract,

tort, or any other legal theory, and whether or not, such organizations or entities were advised of the possibility of such damages.

PRIVACY POLICY

Retreat respects an individual's right to privacy. This policy lays down the Retreat's practices with respect to confidentiality and disclosure of personal information. The visitor/guest/member must familiarize themselves with the privacy practices, as given below. Should visitor choose to share his/her personal information with the Retreat, it will be assumed that he/she have no objection to the terms of this privacy policy.

COLLECTION OF PERSONAL INFORMATION

Retreat collects personal information only when it is required for business purposes. Retreat may also receive information relating to the visitor/guest/member from third parties.

This personal information includes, but not only limited to, information such as:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses
 - Date of birth
 - Gender
 - Marital status
 - Nationality
 - Next of kin and emergency contact information
 - Copy of Government issued ID Card (for Indian citizens)
 - Copy of Passport and Visa, if required (for non-Indian nationals)
 - Duration of stay and other related details
 - Photographs (if necessary)
 - CCTV footage and other information obtained through electronic means such as door access records (if any).
 - Information about use of the retreats information and communications systems.
 - Dietary preferences, allergy details, health condition (if any). It shall be responsibility of the guest/member visiting the retreat to inform about such conditions, well in advance, preferably after booking.
 - Guest interests, hobbies or any other relevant information (if necessary)
- While collecting any personal information, Retreat indicates the purpose of collection of such information and obtains the consent of the provider of the information in writing. Retreat gives the

person providing the information an option of not providing the information. He/she shall have the option of withdrawing his/her consent given earlier. In such cases, Retreat may choose not to provide any services/supply goods for which the information was necessary.

- While collecting information, Retreat or any entity authorized on its behalf to collect information takes such steps as are, in the circumstances, reasonable to ensure that the person providing the information has the knowledge of -
 - the fact that the information is being collected
 - the purpose for which the information is being collected; and
 - the intended recipients of the information
- Where we need to protect the guests/members interests (or someone else's interests)
- Where it is needed in the public interest or for official purposes or to fulfil a legal obligation. For instance, but not limited to, requests made by law enforcement agencies, courts or tribunals.
- If guest/member fails to provide certain information when requested, retreat may not be able to perform the agreement that retreat have entered or may enter or may be prevented from complying with legal obligations (such as to ensuring the health and safety). Guest/Member hereby accepts and agrees that he/she shall not be held liable in any manner whatsoever if retreat is unable to perform its services or if there is a deficiency in their services due to failure to provide such information. Guest/Member agree that he/she shall not file or initiate any complaints, legal proceedings or claims against the retreat and/or its employees, directors, associates, etc. in this regard. Guest/Member further agrees to indemnify and hold retreat and/or its employees, directors, associates, etc. harmless from any complaints, legal proceedings or claims filed or initiated by any third party against us in this regard.
- The Retreat will only use the visitor's/guest's/member's information for the purposes for which it is collected, unless reasonably considered that need to use it for another reason and that reason is compatible with the original purpose. If retreat needs to use such information for an unrelated purpose, retreat will notify and explain the legal basis which allows to do so. Please note that retreat reserves its right to process such information without the knowledge or consent, in compliance with the above rules, where this is required or permitted by law. The visitor/guest/member agrees that retreat do not need any additional or further consent to use personal information in accordance with this Policy to carry out our legal obligations or exercise specific rights.
- The Retreat will use the visitor's/guest's/member's information for the following purposes, but not limited to:
 - Marketing promotions
 - Quarterly Rewards programme Statements
 - Co-op programs/ Promotional tie-ups

- Presentations
 - Guest testimonials (after taking prior consent) on website and/or social media platforms
 - Booking safari's and other value added services that require such information, either directly by the retreat or by 3rd party vendors/partners.
- In limited circumstances, retreat may approach visitor/guest/member for their written consent to collect and process certain additional sensitive personal information, if necessary, in accordance with law. In such case retreat shall provide visitor/guest/member with full details of the information that as asked for along with its reason for such requirement.
 - The providers of information are permitted, as and when requested by them, to review the information provided by them. Any change/modification, subject to verification, can be done only upon receiving a written letter from such visitor/guest/member.

CONFIDENTIALITY AND DISCLOSURE

- Retreat has adopted reasonable security practices and procedures comprising of managerial, technical, operational and physical security control measures with a view to ensure confidentiality and prevent unauthorized disclosure of personal information of its visitor/guest/member.
- Retreat uses the personal information only for the purpose for which the same has been furnished. Retreat does not retain information after the purpose for which it is furnished is accomplished unless the same is required to be retained under any law in force or for audit purposes. In such cases also, confidentiality of such information is equally maintained.
- The Retreat may disclose visitor/guest/members information to any of their employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy and for the purpose of providing services to you. The retreat may disclose such information to any member of its organisation including subsidiaries and partners, insofar as reasonably necessary for the purposes set out in this Policy. The Retreat may disclose the information:
 - to the extent that are required to do so by law;
 - in connection with any ongoing or prospective legal proceedings;
 - in order to establish, exercise or defend legal rights including providing information to others for the purposes of fraud prevention and reducing credit risk;
 - to the purchaser or prospective purchaser of any business or asset that are or are contemplating selling; and
 - to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that information.

Except as provided in this Privacy Policy, we will not provide information to any other third party, unless otherwise necessary.

TRANSFER OF INFORMATION

- Unless stated otherwise, Retreat will store and process the information in India. There will, however, be occasions when it need to transfer such information outside India in order to enable to use the information in accordance with this Policy.
- Such transfer of information may be to a country which does or does not provide the same level of data protection as in India. In these circumstances Retreat will take appropriate steps to ensure that all such information is adequately protected. Typically, such steps include carrying out data security reviews of any recipients and putting in place contracts with such recipients to ensure they employ the same or similar appropriate technical and organizational measures as of the Retreat, so that all the information is adequately protected.
- *Please note*, that the information that is being collect may be transferred to countries which do not have an adequacy of data protection in respect of that country. This means that the country to which the information is transferred is not deemed to provide an adequate level of protection for information. To ensure that the information does receive an adequate level of protection, Retreat will put in place strong inter country security measures to ensure that any of such information is treated by those third parties in a way that is consistent with the nation.
- The visitor/guest/member expressly agree to the transfers of information described in this Section.

INFORMATION ABOUT CHILDREN

- As a general rule, Retreat do not intentionally communicate and/or collect information about children under the age of 18. If we become aware that we have inadvertently collected such information about children under the age of 18, Retreat take steps to delete the information, except where we are required by applicable law to keep it.
- Where Retreat knows a child is above the age of 18, but considered a minor under applicable law, we will obtain parental/guardian consent prior to collecting or using that child's information.
- Where the children are above the age of 18, Retreat may collect such information that may be necessary for marketing children centric programmes

Automated decision-making

- Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention.
- Retreat do not envisage that any decisions will be taken about visitor/guest/member using automated means. However, we will notify you in writing if this position changes.

POLICY FOR WEBSITE AND MOBILE APPLICATION USAGE

- Any personal information shared in on the website/ mobile application/ Enrollment form shall be kept confidential in accordance with Retreat's reasonable security practices and procedures. Personal information shared shall be used for doing the intended business with the visitor/guest/member.
- The Retreat assures you that in the event of personal information being shared with its subsidiaries, business associates etc., such sharing of information shall be for the purpose of doing the intended business and visitor/guest/member hereby grants the consent to Retreat to share such information with its subsidiaries, business associates etc.
- The Retreat reserves its rights to collect, analyse and disseminate aggregate site usage patterns of all its visitors/guests/members with a view to enhance its services with them. This includes sharing the information with its subsidiaries and business associates as a general business practice.
- In the course of its business, Retreat may hold on-line contests and surveys as permitted by law and it reserves its right to use and disseminate the information so collected to enhance its services to the visitors/guests/members. This shall also include sharing the information with its subsidiaries and business associates as a general business practice.

COOKIES:

To personalize the visitors experience on Retreats website/mobile applications or to support one of its promotions, Retreat may assign computer browser a unique random number (cookie). "Cookies" enhance performance in important ways like personalizing one's experience, or making visit more convenient. The privacy and security will not be compromised when the visitor accept a "cookie" from Retreat's Website. However, please note that each time one visits the Retreats website / mobile applications, Retreat will automatically receive and record certain information of its session. Like many other websites and mobile applications, Retreat also uses log files. These files merely log visitors to the website or mobile applications which is a standard procedure for hosting companies and a part of hosting services' analytics. The information inside the log files includes internet protocol (IP) addresses, browser type, internet service provider (ISP), date/time stamp, referring/exit pages, and possibly the number of clicks made by a visitor. This information is used to analyse trends, administer the website or mobile application, track the movement around the website or mobile application, and gather demographic information. These log files and the information contained in it, such as IP addresses, and other such information, cannot be used to identify or ascertain one's identity.

- Visitor may choose to share certain special categories of personal data, such as health, with Retreat directly (or through authorised persons, travel agents, etc.) in certain circumstances. Retreat collects such special categories of personal data only when it is essential. Examples of where retreat may collect and process sensitive personal information includes the following:
 - where visitor/guest/member have requested specific medical assistance from us, such as the provision of a wheelchair, medical assistance; or

- where such information has been passed onto us by a third party, where visitor/guest have given that third party consent to do so, such as the travel agent through which booking is made or from any other hotels/resorts for onward journey, where the processing of such special categories of personal data is required for the processing of the service request.
- By providing such special category of personal data, visitor/guest/member agrees that resort may collect, use and share this information with third parties for the purpose of processing such service request, as described in this Privacy Policy.
- The Retreat shall not be held responsible in any manner whatsoever for any violation or misuse of the personal information by an unauthorized persons consequent to misuse of the internet environment.

ACCURACY OF INFORMATION

It is important that the information we hold about our visitor/guests/members are accurate and up to date. It is the duty of the visitor/guest/member to keep their information upto date. Any change of information shall be made in writing.

ACCESS AND CORRECTION OF INFORMATION

- If any information we have is not accessible through our website/mobile application, it is the duty of the visitor/guest/member to send a request for access to such information at no cost using the applicable contact details set out at the end of this Policy.
- After receiving the request and sufficient information to verify the identity, retreat will provide you with a copy of the information which he/she shall be entitled to have under applicable law.
- The visitor/guest/member may write to the Retreat at any time requesting amendments to certain information that he/she considers to be incorrect or irrelevant or to request that we block, erase or otherwise remove such information. The Retreat reserves its rights to update, block, erase or remove any information upon request in line with applicable law and/or otherwise necessary under any applicable law.

DELETION OF INFORMATION

The visitor/guest/member may at any time ask the Retreat to delete his/her information, upon a written request. The Retreat may consider and where necessary comply with such request in accordance with applicable law, as explained above. Please note that after deleting the information, we may not be able to provide the same level of services as we will not be aware of the preferences.

WITHDRAWAL OF CONSENT

The visitor/guest/member at any time revoke or withdraw the consent to provide his/her information to Retreat by using the applicable contact details set out at the end of this Privacy

Policy. However, such action may render it impossible for the Retreat to assist its guest/member any further.

The visitor/guest/member hereby accepts and agrees that Retreat shall not be held liable in any manner whatsoever if we are unable to perform our services or if there is a deficiency in our services due to such withdrawal of consent.

The visitor/guest/member also agrees that he/she shall not file or initiate any complaints, legal proceedings or claims against the Retreat and/or its employees, directors, associates, etc. in this regard.

It is further agreed to indemnify and hold the Retreat and/or its employees, directors, associates, etc. harmless from any complaints, legal proceedings or claims filed or initiated by any third party against us in this regard.

ACCESS

The visitor/guest/member have the right to know whether we process information about them, and if we do, to access that information Retreat holds about them and to ascertain how such information is being used and to whom. Please note that Retreat may not provide with certain information, if providing it would interfere with another's rights (e.g. where providing the information we hold about you would reveal information about another person) or where another exemption applies.

PORTABILITY

- The visitor/guest/member have the right to receive a subset of information we collect from them in a structured, commonly used and machine-readable format. No request of transfer of such information to another party will be entertained. Transfer of information can only be done in cases where it is legally feasible.

ERASURE

- The visitor/guest/member may request, in writing, to erase the information in the following circumstances:
 - Where it is in believe that it is no longer necessary for us to hold the information;
 - One wishes to withdraw their consent and there is no other ground under which we can process such information;
 - One wishes to object to processing of our legitimate interest;
 - One no longer wish to use the information we hold about them in order to send promotions, special offers, marketing and/or any other such information; or
 - Where there is believe that the information is being unlawfully processed by the Retreat.
- However, please note that Retreat may retain such information if there are valid grounds under law for us to do so.

- Please note that after erasure/deleting of such information, Retreat may not be able to provide the same level of services as we will not be aware of the preferences. Where a request for erasure of information that has been made public and there are reasonable grounds for erasure, Retreat may take reasonable steps to attempt to tell others that are displaying the information or providing links to the information to erase such information.

RESTRICT PROCESSING OF YOUR INFORMATION

In certain circumstances, the visitor/guest/member has a right to ask the Retreat to stop processing the information other than for storage purposes. However, please note that even if we stop processing the information, Retreat reserves its rights to use it again if there are valid grounds under applicable laws for us to do so (e.g. for the defence of legal claims or for another's protection).

The visitor/guest/member may request to stop processing the information and just store it with the Retreat in the following cases:

- Where information is not accurate. In such a case a request to stop processing such information for the duration it takes us to verify whether such information is accurate;
- Where we wish to erase the information as the processing being done is unlawful but request to store such information is made instead;
- Where we wish to erase the information as it is no longer necessary for our purposes but you require it to be stored for the establishment, exercise or defence of legal claims; or

OBJECTION

- The visitor/guest/member have the right to object to the processing of their information which is being used to send promotions, special offers, marketing messages, including where we build profiles for such purposes etc.
- The visitor/guest/member may also object to the processing of their information (including where the processing is profiling) on the basis of our legitimate interest and objection to such processing

GRIEVANCE OFFICER

In accordance with the Information Technology Act, 2000 and the rules framed thereunder, the name and contact details of the Grievance Officer are provided below:

Mr. Narender Singh Bisht

Grievance Officer

info@jimsjungleretreat.com

Contact No: 9027494390

9AM - 5PM (on all working days)

CHANGES TO THE POLICY

Jim's Jungle Retreat reserves its right to revise this privacy policy from time to time at its sole discretion. Such policy will be available on the Retreats' Website.

All words and expressions used herein and not defined, but defined in the Information Technology Act, 2000 and/or the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 shall have the meanings respectively assigned to them thereunder.