

Website Terms and Conditions of Use

1. Introduction

[Welcome to Pearls Collection!] The website www.pearls-collection.com has been created and is operated by the company under the trade name **Pearls Collection**.. This website does not provide online booking facilities, only "brochure"-style information which you can follow up if you wish to make a booking, by following the booking instructions that appear on the relevant associated pages linked to this Website or its affiliate companies.

The present Website Terms and Conditions of Use contained herein which, along with the Privacy and Cookie Notice, are a single text (hereinafter "*Terms*" or "*Terms of Use*") and apply in full force and effect to your access, use and/or navigation of this website, including all pages and content within the Website (collectively referred to herein below as the "*Website*"). Accessing, using and navigating this Website, presumes unconditional acceptance of all the present Terms of Use on your part, as our User. We invite you to read these Terms of Use carefully before visiting or using the Website. You expressly agree that you have read, understood and accepted to be legally bound by all the terms and conditions and reservations set forth below. In the event of disagreement or reservation from your side about part or all of these terms, you are kindly requested to refrain from further accessing or browsing the Website.

Please note that other Services offered by (*Company Name*) and or its affiliates through different websites might be subject to additional and separate Terms and Conditions of Use and Policies, such as booking terms, conditions for cancellation etc., described in such respective websites. Please read these separate Terms and Conditions and Policies carefully each time you visit the linked Websites in question.

The use of www.pearls-collection.com is free of charge. No future legal claims can be inferred from the cost-free use of this website.

You must frequently visit our Website's Terms, as, part or all of these terms may be amended by us at any time, without justification or prior notification and without there being any other obligation for information about such amendment. We will endeavor to notify you of any amendments by posting notice of such changes on the Website or by letting you know via e-mail. Notwithstanding the foregoing, your continued access or use of the Services after such changes are made conclusively demonstrates your acceptance of such changes.

We expressly reserve the right, indicatively, and not exclusively:

- a) to renew or upgrade part or the whole content of the Website;
- b) to renew or upgrade part or the whole of the interface, structure, or configuration of the Website, as well as its technical specification; and to
- c) limit access to, cancel, suspend, permanently or temporarily, or terminate the operation of the whole Website or part thereof for example for maintenance purposes, at any time, without any justification and without any prior notice to you, the User of the Website according to our own discretion and without liability.

2. Intellectual Property Rights

Copyright

The intellectual property rights over the content included on this Website, such as, but not limited to, images, text, graphics, videos, video sequences, audio content, logos, illustrations, databases and button icons, (including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content) together with the underlying software code, is the sole and exclusive property of either our Company, or our associated Companies, or our third-party licensors and are protected by the applicable laws on intellectual property rights.

The appearance and display of the Website content may not be taken as transfer and/or assignment of a license and/or a right to use thereof. You, as our User, are granted a limited license only, subject to the restrictions provided in these terms, under Section 3 below, for purposes of viewing and downloading the material contained on this Website only for information and non-commercial purposes and for personal use, so long as you do not remove any copyright or other notices that appear on the material you print or download. You are granted no copyright, exploitation, licensing or editing rights whatsoever to the content irrespective of the ready availability of its retrieval.

Trademarks

The trademarks appearing on the Website belong either to our Company or to our affiliate companies and our licensors Partners who may or may not be affiliated with, connected to, or sponsored by us irrespective of whether or not they are marked as registered trademarks, or bear the ® symbol. You or any third party does not have and does not obtain any permission or consent to use in any manner the Pearls Collection trademarks or any trademarks that belong to our affiliates or Partners, for any commercial or other purposes without a special prior written permission from us or their respective owners.

We hold exclusive rights over the domain name www.pearls-collection.com

Restrictions

User is granted a non-exclusive permission of access and personal use of the website for the purposes specifically detailed in the present Terms and Conditions of Use. User is expressly and emphatically restricted from all of the following:

- publishing in any media, selling, distributing, copying in whole or in part, transferring, altering, storing, republishing, amending, or reproducing and exploiting in any other manner, in any form, any part of the content or copies of the content that appears on this Website;
- decompiling, reconstructing, or creating derivative works by using any software or accompanying documentation offered by us or our licensors;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm and damages to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- using this Website to engage in any advertising or marketing;
- coping, modifying, or distributing rights or content from the Services or our copyrights and trademarks; using frames or frame techniques in order to frame any trademark, logo, or

other proprietary information (including images, text, page layout, or format) of the Website or using any “meta-tags” or any other “hidden text” based on trade names or Pearls Collection trademarks without its written consent;

- posting false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- reversing engineering, decompiling, disassembling or otherwise attempting to discover the source code of the Website;
- performing any action that may cause harm to the reputation of our Company, or from any unlawful exploitation thereof, or creating any connection that insinuates any kind of relationship of the User or a third party with us, or approval or support by us when there is none.
- creating any link to any part of this Website other than the homepage. We reserve our right to remove the connection permission without justification, without penalty and without any prior notice to the User.
- impeding the operation of the Website and replacing or amending its content (images, photographs, texts, etc.)
- commissioning or facilitation of criminal offences in any manner, transmission of viruses, and any action, in general, that may lead to an unaccepted or extensive encumbrance of the infrastructure or the operation of the Website.

3. Privacy

We may collect certain information about our website users/visitors (such as website usage data collected through automated means) in order, among other purposes, to determine how you use our Website and how we can improve it. Accordingly, you should review our Privacy and Cookie Notice, which is incorporated by reference into these terms of use.

4. Links

This Website includes links to other sites, some of them operated by Pearls Collection affiliates and some of them operated by third parties which are not related with Pearls Collection, and whose content is not controlled, edited or monitored by the latter (the “Third-Party Linked Websites”). These links are only made available for the users' convenience and as an additional avenue of access to the Information contained in those other sites: they shall under no circumstances be construed as a specific or implicit approval or acceptance of the content or the services of the Third-Party Linked Websites to which you are referred through hyperlinks. Therefore, we do not guarantee that the content posted on the Third-Party Linked Websites is correct, legal, complete, updated, true, accurate, or of good quality, and do not bear any responsibility or liability for the availability of such third-party material, advertising, products, or other materials on such third-party Websites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any material goods or services available on or through any such third-party Websites. Similarly, we cannot check the collection and processing of the users' personal data by the Third-Party Linked Websites, and, therefore, we do not bear any liability in relation to such collection and processing.

When you use the Third-Party Linked Websites, the Terms and Conditions, as well as the Data Protection Policy of each website shall apply accordingly. Access and use of third-party materials,

including the information, materials and services on or available through third party materials is solely at your own risk.

5. Disclaimer of warranties and limitation of liability

The content included on the Website is for information purposes only with regard to our Services or the Services of our affiliates. Nothing contained on this Website shall be construed as providing consult or advice to you.

Although we shall make all reasonable efforts to ensure that the information provided through this website is accurate, correct and up to date, we make no representations or warranties of any kind, express or implied, as to the operation of this website, the completeness, precision, timeliness, currency or accuracy of the information and material contained on this website especially the quality of third party products, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, noninfringement, system integration and freedom from viruses or other harmful code. You expressly agree that your use of these services and any reliance upon the material is at your sole risk. The website and the content therein are delivered on an "as-is" and "as-available" basis and no license to the User is implied in these disclaimers. Moreover, the Users' connection with this Website is made with technical means and through providers of the Users' choice and we shall not be liable in the case of suspension of access to our website for reasons beyond our control, as well as for reasons due to a technical or other weakness of the network or the involvement of third-party network operators, or to reasons of Force Majeure, or to unforeseeable circumstances.

We and our officers, directors and employees as well as our affiliate companies, to the fullest extent permitted by applicable law, do not accept any liability for any direct, indirect, incidental, special, consequential, punitive damages or for escaped profit, including profits not made, loss of data, suspension of activity, damages to the fame or reputation, or any other damage of whatever nature that could arise from the use of our Website, or the content thereof, or from the inability to use or access the Websites, or through the use of, and/ or reliance upon any information obtained either directly or indirectly from this Website, regardless of whether such damages could have been foreseen or whether they arise due to tort or by negligence, based on the applicable laws. All the liability limitations contained in these Terms of Use are acknowledged and accepted by the Website User in their entirety as being valid and consistent with good faith and transactional practices.

6. Indemnification

You agree to indemnify to the fullest extent, defend and hold us and our directors, officers and employees harmless of any and all claims, damages, losses, liability and/or costs (including reasonable attorney's fees) we incur that arise out of any breach by you of these Terms or in connection with the use of the services by you or any actions you take which might disrupt access to and/or the functioning of www.pearls-collection.com.

7. Miscellaneous/Final Provisions

8.1. Entire Agreement. These Terms and Conditions of Use bind the parties (We and the Users) collectively, and constitute, as a whole, the whole contract of the parties, and prevail over any and all previous and current contracts between us the Users.

8.2. **Severability.** If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein. Otherwise, you agree that the term must be repaired and it will be construed in a manner that approaches the original meaning of the term/sub-term to the greatest extent, in accordance with the law.

8.3. **Waiver** Any delay in the parties' exercising some or all of the rights stemming from these terms shall not result in the weakening or waiver of such right, which may be exercised at any time, at a later stage, at the reasonable judgment of its holder. Any waiver of any provision of these Terms of Use will be effective only if made in writing and signed by us.

8.4. **References-Headings.** In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression. The headings contained in these terms and conditions are set for reference purposes alone and shall not affect the meaning or interpretation thereof.

19. CONTACT DETAILS

For further information about us or if you have any queries or concerns regarding the present Terms and Conditions, please contact us via email at privacy@pearls-collection.com.

Effective date: 16/09/2019