USER AGREEMENT FOR AZIMUT HOTELS WEBSITES

1. General Provisions

1.1. Khasab Hotel and Resort Management Company LLC and/or persons with whom management and commercial concession agreements have been concluded (hereinafter collectively referred to as **"AZIMUT Hotels"**) offer an Internet user (hereinafter referred to as the **"User"**) the opportunity to use the AZIMUT Hotels websites (hereinafter collectively referred to as the **"Website"**) under the terms and conditions set forth in this User Agreement (hereinafter referred to as the **"Agreement"**).
The Agreement comes into force from the moment the User expresses consent to its terms in the manner provided for in clause 1.3 of this Agreement.

1.2. Use of the Websites is governed by this Agreement, as well as by the following documents, which form an integral part of this Agreement:

- Privacy Policy (https://azimuthotelsoman.com/info/policy)
- Terms of Use of individual Websites

The Agreement may be amended by AZIMUT Hotels without any special notice. The new version of the Agreement comes into force from the moment it is posted on the Internet unless otherwise provided in the new version of the Agreement.
The current version of the Agreement is always available at:
https://azimuthotelsoman.com/info/policy

1.3. By starting to use any Website and/or its individual functions, or by completing the registration procedure, the User is considered to have accepted the terms of the Agreement in full, without any reservations or exceptions.
If the User disagrees with any provisions of the Agreement, the User is not entitled to use the Websites. If AZIMUT Hotels makes changes to the Agreement in accordance with clause 1.2 and the User does not agree with them, the User must stop using the Websites.

1.4. The Websites provide the User with free functionality to access and/or search for information about hotels and other accommodation facilities (hereinafter referred to as **"Properties"**) and AZIMUT Hotels offers for booking and paying for accommodation in them.

1.5. All current Website functions, as well as any development and/or addition of new ones, are subject to this Agreement.

1.6. By using the Websites, the User agrees to receive informational and promotional messages (provided that consent has been obtained in accordance with applicable law or the User has not opted out of receiving promotional messages during registration or later using the Website functionality).
The User may opt out of promotional messages using the Website functionality or by following the instructions contained in the received message.

1.7. In order to improve the quality of the Websites, AZIMUT Hotels and/or persons engaged by it may collect opinions and feedback from Users on various issues by sending informational messages when the User next visits the Website or by contacting the User using the contact details specified in the account (via phone calls or emails).
Collected opinions and feedback may be used to generate statistical data that may be published on the Websites. Reviews provided by the User during surveys may also be published by AZIMUT Hotels on the Websites or in services with which Khasab Hotel and Resort Management Company LLC has management and commercial concession agreements, either with or without indicating the User's name (login).
When submitting reviews, the User agrees to comply with the requirements of this Agreement, including the requirements set out in Section 2.

2. Terms of Use of the Websites

2.1. The User is independently responsible to third parties for their actions related to the use of the Websites, including if such actions lead to violations of the rights and legitimate interests of third parties, and for compliance with the law when using the Websites.

2.2. When using the Websites, the User must not:

2.2.1. Upload, send, transmit, or otherwise post and/or distribute content that is illegal, harmful, defamatory, immoral, promotes violence or cruelty, violates intellectual property rights, promotes hatred or discrimination based on race, ethnicity, gender, religion, or social status, contains insults toward individuals or organizations, contains elements of pornography or child erotica, promotes sexual services (including disguised as other services), or explains the production or use of narcotic substances, explosives, or weapons.

2.2.2. Violate the rights of third parties, including minors, or cause them harm in any form.

2.2.3. Impersonate another person or representative of an organization or community without proper authorization, including AZIMUT Hotels employees or the Website owner, or use other methods of illegal representation online.

2.2.4. Post or distribute content without having the legal right to do so.

2.2.5. Distribute unauthorized advertising information, spam (including search spam), lists of other people's email addresses, pyramid schemes, multi-level marketing (MLM), internet earnings schemes, "chain letters," or use the Websites to participate in such activities.

2.2.6. Upload or distribute materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of computer or telecommunications equipment or provide unauthorized access to paid resources.

2.2.7. Collect and store personal data of other persons without authorization.

2.2.8. Disrupt the normal operation of the Websites.

2.2.9. Facilitate actions aimed at violating restrictions imposed by this Agreement.

2.2.10. Reproduce, copy, sell, resell, or use any parts of the Websites or their content for commercial purposes without written permission from AZIMUT Hotels.

2.2.11. Otherwise violate applicable laws, including international law.

2.3. AZIMUT Hotels reserves the right, at its discretion, to restrict the User's access to the Websites (including certain functions) or completely block the User's account in case of repeated violations of this Agreement.

2.4. By using the Websites, the User agrees to the processing of their personal information as defined in the AZIMUT Hotels Privacy Policy.

2.5. The Websites may provide functionality to store the User's personal data entered in booking forms for automatic completion of future bookings on AZIMUT Hotels services.

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3. Conditions for Booking Properties

3.1. Before confirming a booking, the User must review all booking terms presented by AZIMUT Hotels on the Websites and in this Agreement.
Obvious errors, including typos in property descriptions or booking conditions, are not legally binding.

3.2. When making a booking, the User enters into a direct contractual relationship with one of the AZIMUT Hotels entities providing hotel services or accommodation.

3.3. Essential terms of the contract are determined during booking and specified in the booking confirmation sent electronically to the User.

If confirmation is not received, the User should contact the booking service at: **+968 26 730 888**

3.4. The User may book one property per order unless otherwise specified by AZIMUT Hotels.

3.5. By booking properties, the User agrees to receive email notifications and SMS messages.

3.6. By booking, the User confirms that they have fully read and understood the Agreement and related documents.

3.7. The User must provide accurate data about third parties included in the booking.

3.8. The User may book several rooms within one order if such functionality is available.

3.9. Booking cancellation and refund conditions are established by AZIMUT Hotels and presented during booking.

3.10. To cancel a booking through the Website, the User must enter the booking identifier and follow the instructions in the cancellation interface.

3.11. Booking may be refused in cases including:

- payment authorization failure
- booking cancellation initiated by the User
- other cases provided by law or AZIMUT Hotels rules

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4. Payment Procedure

4.1. The User selects a property on the Website (location, check-in/out dates, number of guests, etc.) and provides guest and contact details.

By clicking **“Book”**, the User confirms the correctness of the booking data and acceptance of this Agreement.

The User then selects a payment method and confirms the booking by clicking **“Complete Booking.”**

4.2. The User is redirected to the payment system page where payment must be completed within the session time limit.

4.3. Payment is confirmed by clicking **“Pay.”**

4.4. After payment confirmation, the payment system sends booking data to AZIMUT Hotels, which confirms the booking within **24 hours**.

4.5. The User confirms that:

- information about the property and booking was fully provided
- they have reviewed applicable rules and pricing

4.6. The User receives payment confirmation and booking confirmation by email.

4.7. Booking confirmation details should be kept confidential as they may be used to cancel bookings or request refunds.

4.8. In cases required by law, a payment receipt is sent to the User's email address.

4.9. Partial payment options may be available; failure to pay the remaining amount within the specified time may result in booking cancellation.

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5. Intellectual Property Rights

5.1. All Website content (design elements, text, images, graphics, videos, software, databases, music, etc.) belongs to AZIMUT Hotels or other rights holders.

5.2. Website content may only be used within the functionality provided by the Website.

5.3. Personal non-commercial use is allowed provided copyright notices remain intact.

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6. Third-Party Websites and Content

6.1. The Websites may contain links to third-party websites. AZIMUT Hotels is not responsible for the content or availability of such websites.

6.2. Links to third-party resources do not constitute endorsement by AZIMUT Hotels.

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7. Advertising on the Websites

AZIMUT Hotels is responsible for advertisements placed on the Websites within the limits established by law.

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8. Disclaimer and Limitation of Liability

8.1. The User uses the Websites at their own risk. Websites are provided **"as is."**

8.2. AZIMUT Hotels does not guarantee that:

- the Websites will meet User requirements
- the Websites will operate uninterrupted or error-free
- the quality of services obtained through the Websites will meet expectations

8.3. AZIMUT Hotels is not responsible for the availability of external resources linked from the Websites.

8.4. AZIMUT Hotels is not obliged to moderate user content.

8.5. AZIMUT Hotels is not liable for damages arising from use of the Websites.

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9. Miscellaneous Provisions

9.1. This Agreement constitutes the entire agreement between the User and AZIMUT Hotels regarding Website use.

9.2. Consumer protection rules may not apply to free services provided under this Agreement.

9.3. The Agreement does not create agency, partnership, employment, or joint venture relationships.

9.4. If any provision is deemed invalid, the remaining provisions remain valid.

9.5. Failure of AZIMUT Hotels to enforce rights does not constitute waiver.

9.6. This Agreement is drafted in Russian and may be provided in other languages; the **Russian version prevails** in case of discrepancies.

9.7. The User confirms they are legally capable and of legal age to enter into transactions under this Agreement.

9.8. The User must ensure protection against unauthorized access to the email or phone used for bookings.

9.9. AZIMUT Hotels is not responsible for:

- actions of third parties involved in payment processing
- incorrect data entered by the User

9.10. The User confirms compliance with travel document requirements and border/customs regulations.

9.11. Any claims or requests regarding hotel services, accommodation services, Website operation, or contract termination should be sent to:

Oman Convention and Exhibition Center
Madinat Al Irfan, Building number 305
Way number 3, Complex number 303
P.O Box 991, Al Athaiba
Postal Code 130, Muscat
Sultanate of Oman

Email: **musandam@azimuthotels.com**

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