



**LHM Terms & Conditions Use of Mind App and
Policy
Privacy Protection and use of Personal Data**

September 2016, rev. 7

This sheet is integral part of the General Terms & Conditions of “Luxury Hospitality Management BV”.

1. General

The mobile application (the “App”) downloadable by the users of each LHM Project is made available by Luxury Hospitality Management BV, a company organized and existing under the laws of the Netherlands.

The user of the App confirms acceptance of these App terms of use (“App Terms”). If a user does not agree to these App Terms, the user must immediately uninstall the App and discontinue its use. These App Terms should be read alongside the LHM Policy “ Privacy Protection and use of Personal Data”. 1. App and related terms

Depending on the version of the App the user has downloaded, these App Terms incorporate Apple’s or Google Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms then these App Terms will prevail.

We may from time to time vary these App Terms. The user shall check these App Terms regularly to ensure the user is aware of any variations made by LHM. If the user continues to use this App, the user is deemed to have accepted such variations. If the user does not agree to such variations, the user shall uninstall the App and refrain from using it.

2. Use of the App

LHM hereby grants the user a nonexclusive, nontransferable, revocable licence to use the App for the use related to the Mind Project and only on an Apple or Android device (“Device”) as permitted by the applicable Platform Terms and in accordance with these App Terms (“User Licence”). All other rights in the App are reserved by LHM. The actual use of the app is free (no payment is charged to the user) and the only scope/purpose is to allow the collection of information in order to verify by the Employer the satisfaction of its own employees at the aggregate level and, when required by the Employer, in anonymous way. In the event of a breach of these App Terms by the user LHM will be entitled to terminate the User Licence immediately. The user acknowledges that his/her agreement with his/her mobile network provider (“Mobile Provider”) will apply to his/her use of the App. The user acknowledges that the user may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and the user accepts responsibility for such charges. If the user is not the bill payer for the Device being used to access the App, the user will be assumed to have received permission from the bill payer for using the App. The user acknowledges that where the user uses services provided by Apple or Google (or any other third parties) in connection with his/her use of the App, the user will be subject to Apple’s, Google’s (or the applicable third party’s) terms and conditions and privacy policy and the user should ensure that the user has read such terms.

3. Prohibited Uses

The user agrees not to use the App in any way that:

- is unlawful, illegal or unauthorised;
- is defamatory of any other person;
- is obscene or offensive;
- promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any copyright, database right or trademark of any other person;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- is likely to disrupt our service in any way;
- advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. No promises

LHM provides the App on an 'as is' and 'as available' basis without any promises or representations, express or implied. In particular, LHM does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content. To the fullest extent permitted by applicable law, LHM hereby excludes all promises, whether express or implied, including any promises that the App is fit for purpose, of satisfactory quality, noninfringing, is free of defects, is able to operate on an uninterrupted basis, that the use of the App by the user is in compliance with laws or that any information that the user transmit in connection with this App will be successfully, accurately or securely transmitted.

Policy Privacy Protection and use of Personal Data

General.

'Stakeholder' as mentioned in this Policy means any contracted customer, being a company or other legal entity, private person, yacht, or other users of the LHM services. LHM will comply with the General Data Protection Regulation 95/46/EC, adopted in April 2016.

1. Privacy and your personal data

LHM is committed to protecting the privacy of our users. This policy is intended to inform the LHM Stakeholders how LHM collects, processes, and uses personal information.

This policy applies to personal information collected by LHM, or provided by the Stakeholder, via the LHM website(s) or in any other way, such as over the telephone, via the LHM Mobile App (the "**App**"), any of LHM online tools or in an email. It is also intended to assist Stakeholders in making informed decisions when using the LHM website(s).

This Privacy Policy should be read as integral part of the LHM General Terms & Conditions and its additional sheets.

2. What information does LHM collect?

LHM may collect the following information:

1. users name, email address, year of birth, gender, year of hiring;
2. information about the users computer or a device onto which the user has downloaded the App, for example, IP address, operating system and browser type and the geographical location of the computer or device.

3. How does LHM use personal information?

LHM uses personal information in the following ways:

1. to provide Stakeholders with the requested website, App and services
2. to ensure that content from the LHM website and on the App is presented in the most effective manner for Stakeholders' computer or device

3. to notify Stakeholders about changes to our website(s), App or services;
4. for "analytics" purposes to better understand Stakeholders interaction with the LHM website, App and services so that LHM may improve the services;
5. to inform research projects, (and in doing so LHM may share data with research partners, but will only ever do so in a manner which does not identify Stakeholders as an individual).

4. Does LHM share personal information with third parties?

The only scope/purpose of the App is to collect information by the Users to allow the Employer to verify the satisfaction of its own employees at the aggregate level and, when required by the Employee, in an anonymous way. The Employer is not seen as a Third Party when being the contracted Party.

LHM will only share personal information with carefully selected and dedicated research partners in a manner which does not personally identify Stakeholders as an individual or which allows the research partner to identify Stakeholders.

5. Your consent

By using the LHM website, the App or any of LHM services and by expressing explicit consent, the Stakeholder consents to LHM collection and use of personal information as described in this Policy. If LHM changes this policy, LHM will post those changes on the LHM website or otherwise notify the Stakeholder.

6. How to access personal information?

Access to all personal information that LHM collects may be requested online by emailing to: mind@luxuryhospitalitymgm.com for correction purposes or to delete personal information. LHM guarantees Stakeholders "right to be forgotten" as provided by European Data Protection Regulation.

7. Retention of your personal information

LHM will retain personal information for as long as necessary for the use set out in this Policy.

8. Where is personal data stored?

Completed registration forms or personal information as a result of using LHM services, may be transfer by LHM to processors inside the European Economic Area but will do so with appropriate measures and controls in place to protect personal information in accordance with applicable data protection legislation.

9. Security

LHM maintains the highest standards of security, however the transmission of information via the internet, mobile networks or wireless technology is not completely secure. So, whilst LHM will do her best to protect personal information, LHM cannot ensure the security of your data during transit to the LHM website or supplied to LHM via the App. Any personal information submitted is sent at own risk. Once received your personal information LHM will use strict procedures and security features to prevent unauthorised access.

Contact Us

If the user has any questions regarding our Mind App, the user can e-mail LHM:
mind@luxuryhospitalitymgm.com