

PRIVACY POLICY:

Monkey Town CC has a strong commitment to providing excellent service to all our customers and visitors of this Website, including respecting concerns about privacy. Monkey Town CC will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally, this information is requested to make reservations, when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which Monkey Town CC will use your personal information are as follows: to transact with you via the website or email regarding purchase and reservation, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

Monkey Town CC shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on Monkey Town CC; (b) to protect and defend the rights or property of Monkey Town CC, and (c) for the purposes of distributing same to various employees and/or third parties who assist Monkey Town CC in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies". "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvement and targeted advertising. Cookies are not programs that come into your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie features; however, you should note that cookies may be necessary to provide you with certain features (e.g. customized delivery of information) available on our Websites.

WHILST MONKEY TOWN CC IS OF INTENT TO TAKE REASONABLE MEASURES TO KEEP PERSONAL INFORMATION ABOUT YOU CONFIDENTIAL, IT SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION.

Monkey Town CC will:

- treat your personal information as strictly confidential;
- take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

Linked Third-Party Website and Third-Party Content

This Website may contain links or references to other websites outside of our control, including those of advertisers. The Terms and Conditions do not apply to those websites and Monkey Town CC is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use. In addition, because Monkey Town CC has no control over such external sites and resources, you acknowledge and agree that Monkey Town CC is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect, or consequential, arising from your use of such other websites or your reliance on any information contained on those websites.

Permission for Hyperlinks, Deep Linking, Crawlers and Metatags

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of any authorized representative of Monkey Town CC, which may be withheld or granted subject to such conditions Monkey Town CC may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at Monkey Town CC. At times those comments may contain references to matters not related to Monkey Town CC. Those references do not necessarily represent the views of Monkey Town CC.

Limitation of Liability

MONKEY TOWN CC SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF MONKEY TOWN CC.

YOU HEREBY INDEMNITY MONKEY TOWN CC AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM MONKEY TOWN CC OR ONE THAT PURPORTS TO EMANATE FROM MONKEY TOWN CC, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF MONKEY TOWN CC.

Changes to these Terms and Conditions

Monkey Town CC reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such changes will only apply to your use of the Website after the changes if displayed on this Website. If you use the Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Termination

Monkey Town CC may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Monkey Town CC will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and applicable for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transaction, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.