

TERMS AND POLICIES

This document, entitled “Terms and Policies,” contains the Online Booking Rules and the Privacy Policy of “HOTEL SALES WIZARD” LLC FE (hereinafter referred to as “EXELY”). It governs the use of the EXELY Booking Engine including the terms of booking, payment, cancellation, and personal data processing. By accessing or using our services, you acknowledge that you have read, understood, and agreed to the provisions set out in this document.

GUIDE

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PART 1: ONLINE BOOKING RULES

These Rules have been developed by EXELY, the software right holder of EXELY Booking Engine, and shall apply when you (User) book Rooms (Services) through EXELY Booking Engine. All bookings of Rooms and extra Services made on the Hotel’s website are carried out through EXELY Booking Engine.

The Hotel stated below operates independently and may have its own internal rules, booking terms, and privacy or data protection policies. When booking through EXELY Booking Engine, you agree that the Hotel’s own rules and privacy practices shall apply in addition to these Rules, and that EXELY acts solely as the technical provider for facilitating your booking.

When using EXELY Booking Engine, you confirm that you have read and understood these Rules and undertake to adhere to and comply with it. If a User does not agree with any provision of the Rules, the User has no right to use EXELY Booking Engine.

These Rules may be edited without any prior notice. The amended Rules shall enter into force from the date of publication on the website www.exely.com and in EXELY Booking Engine. If the User disagrees with the changes made to the Rules, the User is obligated to stop using EXELY Booking Engine.

EXELY Booking Engine is a booking service that provides Users with the technical capability to independently book Rooms (Services) in Hotels.

The term Room (Services) means a set of services for temporary accommodation in a Hotel, as well as other services booked by the User using EXELY Booking Engine in the Hotel.

The term Hotel means the premises used to provide Room (Services) services (Hotel, Sanatorium, Mini-Hotel, Hotel Complex, etc.). The Hotel's name: Ramada Plaza Tashkent. The Hotel's legal entity details: Sapiens Hotel ("NEWTON`S GRAVITY" MCHJ), 306472041, Ташкент, Яккасарайский р-н, ул. Мирабад 1, 45, +998 71 203 33 35, +998 90 042 33 35, sapienshotel@gmail.com

The term User means you, a person who books Room (Services) through EXELY Booking Engine, or the person who you represent.

EXELY is neither an agent of the Hotel selected by the User, nor an intermediary between the User and the Hotel. EXELY does not make bookings for the User at the Hotel.

EXELY does not charge the User for booking Rooms (Services) at Hotels through EXELY Booking Engine.

BOOKING AGREEMENT

The User and the Hotel enter into an agreement for booking the selected Room (Services) once the User completes the payment for the booking. Any claims and liabilities related to the provided services shall be resolved directly between the User and the Hotel. The Hotel, where the Rooms (Services) are booked, is the party liable to the User under the agreement.

A completed booking can be paid by any method available on EXELY Booking Engine, unless the Hotel has restricted the selection of payment methods.

If third parties are involved in the booking process, such as agents, technical intermediaries, or account holders used to accept payment for the User's booking through EXELY Booking Engine, the Hotel remains responsible to the User for the provision of the booked Rooms (Services) and for any refunds.

The Hotel has the right to offer non-refundable rate plans. Under the terms of these rate plans, in case of cancellation or no-show, the prepaid amount (partial or full) will not be refunded and will be withheld by the Hotel as a penalty. Please read the terms and conditions of special offers carefully before completing your booking.

The hotel where the User has booked the Room (Services) shall provide the User with the documents confirming the period of stay and the payment method used: internet acquiring or deferred payment.

Confirmation of the booking is displayed on the screen immediately after the booking is completed. We recommend that Users print this confirmation and keep it with them. In addition, the booking confirmation will be sent to the email address or phone number provided by the User during the booking process.

The Hotel or EXELY may contact you via email, phone, SMS, WhatsApp, Viber, or social media (such as Facebook) for the following purposes:

- Confirm your personal or booking details
- Notify you of an incomplete booking
- Remind you of an upcoming booking a few days prior to check-in
- Send promotional offers and other communications from the hotel after your departure
- Request a review of your stay at the hotel
- Request feedback on the booking engine
- Offer visa support, airport transfer, or air travel services
- Invite you to participate in hotel market research

HOTEL INFORMATION

The International Hotel Star Rating System is designed to assess the quality of hotels. The star ratings of hotels listed in EXELY Booking Engine are provided by the hoteliers themselves. **THIS INFORMATION IS NOT VERIFIED BY EXELY.** Hotels submit all additional information, including descriptions, room prices, location, and other data directly to EXELY Booking Engine. EXELY is not responsible for any inaccuracies in the information provided by the Hotel.

ROOM (SERVICES) PRICE

All prices listed in EXELY Booking Engine are set by the hotels and apply to all types of bookings under the conditions specified by the hotels. Bookings are made at the prices valid for the duration of the intended stay. Special offers created by Hotels in EXELY Booking Engine are automatically included in the room rate calculations. The Hotel guarantees that the room and service prices displayed in EXELY Booking Engine are accurate and valid for each booking.

All prices added by the hotel to EXELY Booking Engine per room, apartment, or house are considered valid for the selected period of stay and include the tax-free services (for hotels only) specified in the room description. According to the internal rules and regulations, Hotels are required to set tax-inclusive prices in EXELY Booking Engine. However, these prices may not cover certain fees imposed by local authorities.

Prices in EXELY Booking Engine are displayed in the currency used by the Hotel. The booking service also offers the option to convert prices to other currencies.

PAYMENT METHODS

Bank card (through Exely Booking Engine using Internet acquiring)

- In Exely Booking Engine, a User selects the Bank card payment method and pays the amount specified by the hotel in the payment window.
- If a User pays only part of the cost for the Room (Service) at the time of booking, the remaining balance is to be paid at check-in.

Deferred payment

- A User can provide their information for booking a Room (Service) either through Exely Booking Engine, or directly to the hotel, without Exely being involved.
- Based on the data provided by the User or the hotel in Exely Booking Engine, the User receives an automatic email with the booking details and a payment link. The User needs to click the payment link and make a payment using a bank card. Once the payment is complete, Exely Booking Engine generates a booking confirmation and sends it to the email provided by the User during the booking process.
- If a User pays only part of the cost for the Room (Service) at the time of booking, the remaining balance is to be paid at check-in.
- Payment must be made on the dates specified by the hotel. If the User doesn't make the payment within the specified period, Exely will automatically cancel the booking.

Bank card guarantee

- A User enters their bank card details in the corresponding fields in the opened window with the domain name exelypayments.com, which belongs to Exely. The entered information is sent to the hotel selected by the User via secure communication channels through a secure server as a guarantee of the booking. The hotel independently decides whether to charge the User's bank card through its acquiring system. If the hotel cannot process the bank card transactions required to secure the booking, it has the right to cancel the User's booking.
- A User must ensure that their bank card is valid and has enough funds to cover the payment.

Bank transfer

- A hotel may set any prepayment and restrictions for bank transfer. Generally, this payment method is available to Users no more than 5 days prior to the check-in date.
- Bank transfer is available for both legal entities and individuals.
- Payment must be made within the period specified in Exely Booking Engine and in the invoice.
- In case of delayed payment, the hotel has the right to cancel the booking in Exely Booking Engine.

Electronic payment (E-payment)

- In Exely Booking Engine, a User selects the E-payment method and pays the amount specified by the hotel in the payment window. The transaction is processed through the online external payment systems. The available electronic payment methods may vary depending on the payment system being used, and users are required to choose from the payment methods provided by that system.
- If a User pays only part of the cost for the Room (Service) at the time of booking, the remaining balance is to be paid at check-in.

Voucher for one night's booking

- The User logs in to their account on the Exely Booking Engine. The voucher is part of the Loyalty Program provided by the Hotel. To apply the voucher, the booking Tariff should meet the criteria outlined in the Hotel's Loyalty Program.
- The voucher entitles the User to pay for one night's booking or partially cover the cost of booking for more than one night. If a User pays only part of the cost for the Room (Service), the remaining balance is to be paid by another payment method.

At check-in

- A User pays for the booking at the hotel.

BOOKING MODIFICATION

The rules for changing confirmed bookings are determined according to the rate plan, individual booking confirmation of each booking made through EXELY Booking Engine and depending on the payment method.

Payment on arrival (at check-in)

Type of data available for change:

-
- Dates and time of arrival/departure
-
-
- Contact details: name, phone, email
-
-
- Room type
-
-
- Rate plan
-
-
- Comment
-
-
- Additional services, if they are not included into the rate plan
-

-
- Cancel booking of a room (out of few)
-
-
- Delete personal details after the stay
-

Bank transfer by individuals and legal entities

Type of data available for change:

-
- Dates and time of arrival/departure if the amount of a invoice does not change
-
-
- Contact details: name, phone, email
-
-
- Comment
-
-
- Additional services, if they are not included in the amount of invoice or the pre-payment or if the amount does not change
-
-
- Delete personal details after the stay
-

Pre-payment guarantee

Type of data available for change:

-
- Time of check-out
-
-
- Contact details: name, phone, email
-
-
- Additional services, if they are not included in the rate plan price
-
-
- Delete personal details after the stay
-

Bank card

Type of data available for change:

-
- Dates of arrival/departure if the amount will not be less than the amount paid
-
-
- Contact details: name, phone, email
-
-
- Comment
-
-

- Time of check-in/out if the payment for early check-in does not change or it is not included in the prepayment
-
-
- Additional services, if they are not included in the rate plan price or a prepayment
-
-
- Delete personal details after the stay
-

Voucher for one night's booking

Type of data available for change:

-
- Dates and time of arrival/departure
-
-
- Contact details: name, phone, email
-
-
- Room type
-
-
- Rate plan
-
-
- Comment
-
-
- Additional services, if they are not included into the rate plan
-
-
- Cancel booking of a room (out of few)
-
-
- Delete personal details after the stay
-

Electronic payment (E-payment)

Type of data available for change:

-
- Dates of arrival/departure if the amount will not be less than the amount paid
-
-
- Contact details: name, phone, email
-
-
- Comment
-
-
- Time of check-in/out if the payment for early check-in does not change or it is not included in the prepayment
-
-
- Additional services, if they are not included in the rate plan price or a prepayment
-

-
- Delete personal details after the stay
-

Users can edit this information only in EXELY Booking Engine by clicking the link provided in the booking confirmation email.

Users cannot book one more room or change the number of people arriving, regardless of the payment method.

Changes that affect prepayment using any of the payment methods offered by EXELY Booking Engine are not permitted.

You may cancel your booking in EXELY Booking Engine and create a new booking with the necessary changes. Before doing so, please read the Cancellation Policy and your booking confirmation.

BOOKING CANCELLATION

BOOKING CANCELLATION

To avoid confusion, bookings must always be cancelled through EXELY Booking Engine. EXELY Booking Engine ensures that the hotel where the booking is to be cancelled shall immediately be notified of this action. Bookings can only be cancelled in EXELY Booking Engine using the link and access code provided in the booking confirmation email. Once the cancellation procedure is completed, a cancellation notice will be sent to the User. If the User is unable to cancel the booking as stated above, we recommend contacting the Hotel. If the User made a payment by bank card or used a deferred payment, the payment amount will be refunded and transferred to the bank card or digital wallet used for payment within the period set by the payment service provider. Normally, this period does not exceed 45 business days from the date of payment made through EXELY Booking Engine. The time between the refund transaction and the actual crediting of funds to the User's account depends on the internal processes of the bank and the payment service provider.

In case of using the "Bank Card Guarantee" payment method, the Hotel is responsible for refunding the amount of money transferred from the account. For cancellations, we recommend contacting the Hotel directly to request a refund. For late cancellations or no-shows, the Hotel reserves the right to charge a penalty fee. When booking a room or services, please carefully read the booking terms, special offer and Cancellation Policy outlined on the Hotel's website, the Booking Service, and in the Booking confirmation. In case of early check-out, the Hotel reserves the right to charge a penalty to cover any incurred losses.

INFORMATION SECURITY

The necessary information provided by the User for completing the booking is sent to the Hotel. Some of this information may be shared with a third party, which is authorized to send an email to the User requesting feedback on the quality of the Room (Services). The User may unsubscribe from the third party's mailing list in the first email received.

By accepting the terms and conditions of these Rules, the User grants consent to the collection, systematization, storage, updating, use, and transfer of their personal data to the Hotel and third-party suppliers. This includes the depersonalization and removal of personal data such as name, email address, phone number, nationality, and any other information provided by the User through EXELY Booking Engine. These personal data are collected to provide services to the User and respond to their requests. This information is included in the Booking confirmation, reports and accounting papers. Email addresses may be used to gather feedback on the quality of services offered by the Hotel. The User grants consent to the processing of their personal data in accordance with the Privacy Policy and Cookie Policy of EXELY Booking Engine for the purposes outlined in the User Agreement. These purposes include online booking at the Hotel, generating reports and accounting papers, receiving feedback on the quality of services provided by the Hotel.

If the User receives promotional emails, they will have the option to unsubscribe from such mailings. Personal data is processed by EXELY Booking Engine in accordance with its Privacy Policy and Cookie Policy.

MISCELLANEOUS

All information in EXELY Booking Engine is provided with the highest possible accuracy. However, mistakes and misprints cannot be completely excluded. All information about the Hotels (photos,

prices and text descriptions of rooms and services) is provided by the Hotels themselves. The Hotels bear sole responsibility for any inaccuracies related to this information.

The User uses EXELY Booking Engine at their own risk. EXELY Booking Engine is provided to the User on an "as is" condition. EXELY takes no responsibility, including any guarantee that EXELY Booking Engine will meet the User's specific objectives. EXELY shall not be liable for any losses incurred by the User as a result of using EXELY Booking Engine.

EXELY's liability is, in any case, limited to a maximum of 100 euros, and is only imposed if EXELY is proven to be at fault.

These Rules constitute the complete agreement between the User and EXELY regarding the use of EXELY Booking Engine and supersede all prior agreements between the User and EXELY.

CONTACT DETAILS

EXELY - "HOTEL SALES WIZARD" LLC FE, Taxpayer Identification Number: 310463717, legal address: Uzbekistan, 100060, Tashkent City, Mirabad, Movarounnaxr MFY, Istiqbol street, 34.

Hotel – Sapiens ("NEWTON`S GRAVITY" MCHJ), 306472041, Ташкент, Яккасарайский р-н, ул. Мирабад 1, 45, +998 71 203 33 35, +998 90 042 33 35, sapienshotel@gmail.com

PART 2: DATA PROTECTION AND PRIVACY

EXELY processes personal data in accordance with the EU General Data Protection Regulation (GDPR) and the Personal Data Protection Law of the Republic of Uzbekistan. Personal data is collected and processed to enable online bookings, manage customer relations, ensure system security, and improve our services.

EXELY's data protection and privacy practices are fully aligned with the Hotel's lawful instructions and its own Privacy Policy. The Hotel maintains its own Privacy Policy governing the collection and use of Personal Data, and EXELY operates solely within the scope of that policy and applicable data protection laws.

CATEGORIES OF PERSONAL DATA

EXELY processes only the personal data necessary to provide online booking, reservation management, and customer support services. The categories of Personal Data may include, but are not limited to:

- Identification and profile information (full name, gender, nationality, date of birth, guest ID/reference numbers)
- Contact information (email address, phone number, address, messenger IDs)
- Reservation and stay-related details (booking dates, preferences, number of guests, room type, special requests)
- Payment and billing information (masked card data, transaction identifiers, billing details — EXELY does not store full card numbers)
- Technical and log data (IP address, device information, browser type, cookies, activity logs)
- Communication records (chat history, email exchanges, inquiries sent through the system)
- Marketing preferences and consent history

For the full and detailed list of data collected and processed, please refer to our [PRIVACY POLICY](#).

PROCESSOR ROLE AND LAWFUL BASIS

EXELY processes your personal data solely on behalf of and under the lawful instructions of the Hotel, acting as the Personal Data Processor in accordance with applicable data protection laws. The Hotel remains the Personal Data Controller responsible for determining the lawful basis and purpose of processing. EXELY follows the Controller's documented instructions, implements appropriate technical and organizational measures, and assists in maintaining records and consent logs where applicable.

Processing of your personal data will only occur on a valid legal basis such as performance of a contract, legitimate interest, legal obligation, or your consent, where required. In jurisdictions where the legal basis is not consent, the Hotel remains responsible for notifying guests of the applicable lawful basis.

MARKETING COMMUNICATIONS

With your consent, EXELY and/or the Hotel may send Marketing Communications, including updates on services, new features, offers, newsletters, and event invitations, through permitted channels such as email, SMS, WhatsApp, Viber, Telegram, LINE, or Zalo.

For Marketing Communications, EXELY may process the following personal data categories:

- Name
- Email address
- Phone number
- Messenger IDs or social messaging handles
- Marketing preferences and consent details
- Booking history and guest preferences and other data when the Hotel instructs EXELY and only to personalize communications.

In cases where the Hotel has collected your consent through its own forms or systems, EXELY will rely on such consent records, as EXELY does not independently determine the purpose of Processing. EXELY assists the Hotel in maintaining proof of consent and managing consent withdrawals in accordance with their instructions. You may withdraw your consent or opt out of marketing at any time without affecting transactional or service-related communications. EXELY does not share your personal data with third parties for direct marketing without your consent and assists the Hotel in maintaining proof of consent and managing withdrawals. Withdrawal of consent will not affect the lawfulness of Processing based on consent before its withdrawal. However, doing so may affect our ability to provide certain updates or offers.

GUESTS AND MINORS

By submitting personal data, you confirm its accuracy and, where applicable, that you have obtained the necessary consent from other guests whose data you provide. EXELY only processes minors' data with verified parental or guardian consent.

YOUR RIGHTS

You may exercise your rights to access, correct, delete, restrict, or object to processing, or withdraw consent at any time by contacting us. Withdrawal of consent does not affect processing lawfully carried out before its withdrawal.

CONTACT INFORMATION

For questions or to exercise your rights, please contact:

HOTEL SALES WIZARD LLC FE (EXELY)

Email: privacy@exely.com

Address: 34 Istiqbol Street, Mirabad District, Tashkent, Republic of Uzbekistan

For data subjects in the European Union (EU), our privacy representative is:

PRIGHTER GROUP — <https://prighter.com/q/16370082906>

For the APAC region, our representative is:

HOSPITALITY SALES INNOVATIONS PTE. LTD.

6 Eu Tong Sen Street, #09-09, The Central, Singapore 059817

Email: privacy@exely.sg