



## **WEBSITE TERMS OF USE**

This website ("www.winterhill-hospitality.com") is owned and operated by Winterhill Hospitality Limited ("Winterhill Hospitality") whose office is located at Winterhill Hospitality Limited, Unit 1504 & 1506, 15th Floor, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong, or by email at [info@winterhill-hospitality.com](mailto:info@winterhill-hospitality.com). By using this site you accept these Terms of Use.

### **1. THE TERMS OF USE**

Winterhill Hospitality operates the website, including any content provided on the Website ("Content"), to you and the company you represent, subject to the following Terms of Use and any documents referred to in them ("the Terms"), which may be updated by Winterhill Hospitality from time to time without notice to you. You should review the Terms regularly. By accessing the Website and/or any pages thereof, you signify your agreement with and understanding of the Terms and any changes to them on your own behalf and on behalf of the company you represent. If you and the company you represent do not agree to the Terms, do not access the Website. All references in these Terms to "you" are references both to you as an individual and you acting on behalf of the company you represent.

### **2. YOUR RESPONSIBILITY FOR INTERNET ACCESS**

In order to use the Website, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of the Terms, and that they comply with them.

### **3. INDEMNITY**

You agree to indemnify and hold Winterhill Hospitality and its subsidiaries, affiliates, licensors, licensees, officers, agents, employees and other partners harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including without limitation reasonable legal fees, that may arise in connection with: (i) your use of and access to the

Website; (ii) your failure to comply with any provision of the Terms; or (iii) any claim by a third party that the use of the Website by you infringes proprietary or privacy right of such third party or has otherwise caused damage to a third party.

### **4. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial or non-commercial purposes, any portion of the Website, information on the Website, use of the Website, or access to the Website.

### **5. MODIFICATIONS TO SERVICE**

Winterhill Hospitality reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that Winterhill Hospitality shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. Although Winterhill Hospitality will take reasonable care in ensuring the content included in the Website ("Content") is up to date, any of the Content may be out of date at any given time, and Winterhill Hospitality is under no obligation to update such Content.

### **6. LINKS**

The Website may provide links to other websites or resources. Because Winterhill Hospitality has no control over such sites and resources, you acknowledge and agree that Winterhill Hospitality is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, services, or other materials on or available from such sites or resources. You further acknowledge and agree that Winterhill Hospitality 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 such content, services or any other material available on or through any such site or resource.

You expressly agree: (a) not to establish any links to this Website from any other website; (b) not to include the Website into the frame of another website; (c) not to create any third party association with the Website; and (d) to ensure that the link does not state or imply that Winterhill Hospitality approves of, sponsors or endorses any other website activity, company or entity, or presents Winterhill Hospitality and/or its activities in a false, misleading, defamatory or derogatory manner or otherwise damages Winterhill Hospitality's reputation or takes advantage of it.

### **7. PROPRIETARY RIGHTS**

You acknowledge and agree that the Website, any necessary software used in connection with the Website ("Software"), and the Content, including without limitation

the Content contained in any sponsor advertisements or information presented to you through the Website or advertisers the trademarks, service marks and logos contained in the Content, are owned by or licensed to Winterhill Hospitality, and contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Winterhill Hospitality has absolute editorial control over all such Content. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, the Content or the Software, in whole or in part.

## **8. VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offence in a number of different jurisdictions. We may report any such breach to the relevant law enforcement authorities and we may co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## **9. DISCLAIMERS**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

A. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WINTERHILL HOSPITALITY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERM OF ACCURACY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

B. WINTERHILL HOSPITALITY MAKES NO WARRANTY OR REPRESENTATION THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii)

THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (IV) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

D. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WINTERHILL HOSPITALITY OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TERMS AND WINTERHILL HOSPITALITY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY ANY VISITOR TO THE WEBSITE OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

## **10. LIMITATION OF LIABILITY**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WINTERHILL HOSPITALITY NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WINTERHILL HOSPITALITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (v) RESULTS OF THE WEBSITE, ANY WEBSITES LINKED TO IT AND ANY MATERIALS POSTED ON IT; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITE.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OF THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. IF YOU DO NOT DO SO YOU EXPRESSLY WAIVE ANY RIGHT YOU HAVE TO DO SO.

## **11. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 8 AND 9 MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF WINTERHILL HOSPITALITY OR ITS SUBSIDIARIES OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **12. TRADEMARK AND COPYRIGHT INFORMATION**

The Winterhill Hospitality name and logo are trademarks and copyright material of Winterhill Hospitality (the "Winterhill Hospitality Marks"). You agree not to display or use the Winterhill Hospitality Marks in any manner without Winterhill Hospitality's prior written permission.

## **13. GENERAL INFORMATION**

These Terms constitute the entire agreement between you and Winterhill Hospitality in relation to their subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and Winterhill Hospitality, whether oral or written in relation to such subject matter. You may be subject to additional terms and conditions that may apply when you use our services, third-party content or third-party software. The Terms and the relationship between you, the company you act on behalf of, and Winterhill Hospitality, and shall be governed by the laws of the United Kingdom. Any failure by Winterhill Hospitality to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is found to be invalid, the parties nevertheless agree that the parties' intentions as reflected in the provision shall be given effect to the fullest extent practicable, and the other provisions of the Terms remain in full force and effect. The section titles in the Terms are for convenience only and have no legal or contractual effect. You may not assign or transfer any of your rights or obligations, or subcontract the performance of any of your obligations, under these Terms. Winterhill Hospitality may assign or transfer any right or obligation, or subcontract the performance of any of its obligations, under these Terms to any third party at any time without your consent (such consent hereby being given).