

Terms of Use

Your use of **Westminster Corporate Travel Management System (CTMS)** is expressly conditioned on your acceptance of the following terms and conditions. If you do not agree with any part of the following terms and conditions, you will not be permitted to use this CTMS. These Terms and Conditions may be revised at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. You will be asked periodically to reconfirm your agreement to these Terms and Conditions, as amended (if applicable).

If you violate any of these Terms and Conditions, your permission to use this CTMS automatically terminates, and you must immediately discontinue using it.

A. Ownership

This CTMS, and each of its modules, together with the arrangement and compilation of the content found on this system, is the copyrighted property of **Westminster Travel Limited (Westminster)** and/or its various third party providers and distributors. Much of the content found on this CTMS is owned by third party providers and distributors. The trademarks, logos and service marks displayed on this system (collectively, the **Trademarks**) are registered and common law Trademarks of Westminster, its affiliates, and various third parties. Nothing contained on this CTMS should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of Westminster, or such other party that may own the Trademarks.

B. Use of Westminster Corporate Travel Management System (CTMS)

Westminster grants you a limited, non-transferable license to use this CTMS in accordance with the terms and conditions of this User Agreement. You may only use this CTMS to make legitimate reservations or purchases and shall not use this CTMS for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. This CTMS and the content provided in this system, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Westminster, and/or its third party providers and distributors, except that you may download, display and print the materials presented on this site for your personal, non-commercial use only. You may not use any automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this CTMS, in any case without the prior written permission of Westminster. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on this CTMS to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of this CTMS. You agree that you will not take any action that imposes a burden or load on our infrastructure that Westminster deems in its sole discretion to be unreasonable or disproportionate to the benefits Westminster obtains from your use of the system. Unauthorized use of this CTMS and/or the materials contained on this CTMS may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other web sites or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or

competition. You should be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm result for your use of this CTMS.

C. Age and Responsibility

You are responsible for maintaining the confidentiality of your account information and your password in this CTMS. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal age to use this CTMS and to create binding legal obligations for any liability you may incur as a result of the use of this CTMS. You understand that you are financially responsible for all uses of this CTMS by you and those using your login information

D. Privacy

You hereby authorize Westminster and the third party vendors to use any personal information it obtains about you via your use of this CTMS to respond to your inquiries and any matters incidental thereto, which shall include providing such information to vendors including travel agents, airlines, hotels, rental car companies, travel-related products vendors, and any third-parties involved in facilitating your travel arrangements or other purchases. By agreeing to these Terms of use, you confirm that you have read this CTMS Privacy Statement, the terms of which are incorporated herein, and agree that the terms of such statement are reasonable. You consent to the use of your personal information by Westminster and/or its third party providers and distributors in accordance with the terms of and for the purposes set forth in this CTMS Privacy Statement.

E. Review of Transmissions

Westminster may, from time to time monitor and review any information transmitted or received through this system and reserves the right to sensor, edit, remove or prohibit the transmission or receipt of any information that Westminster deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined, recorded or copied, and your use of this CTMS constitutes your consent to such monitoring and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on this CTMS, you grant Westminster and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology. Westminster takes no responsibility and assumes no liability for any content posted or submitted by you.

F. Exclusion of Warranty

Westminster and any third party providers and distributors make no warranty of any kind regarding this system and/or any materials provided on this system, all or which are provided on an As Is basis. Westminster and any third party providers and distributors do not warrant the accuracy, completeness, currency or reliability of any of the content or data found on this CTMS and such parties expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising by statute or otherwise in Law or from a course of dealing or usage of trade. Neither Westminster nor any third party providers or distributors warrant that this CTMS, its servers or any e-mail sent from this CTMS are free of viruses or other harmful components.

G. Limitation of Liability

This CTMS assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in this CTMS or your downloading of any materials, data, text, images, video or audio from the system. In no event shall Westminster or any third party providers or distributors be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings),

whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this CTMS or content found herein, (ii) any failure or delay (including, but not limited to the use of or inability to use any component of this CTMS for reservations or ticketing), or (iii) the performance or non performance by this CTMS or any third party providers or distributors, even if such party has been advised of the possibility of damages to such parties or any other party.

If, notwithstanding the foregoing, Westminster or any third party provider or distributor should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this CTMS or its content, the liability of Westminster and the third party providers and distributors shall in no event exceed, in the aggregate, the greater of (a) the subscription fee and service charge for accessing this CTMS, or (b) US\$ 100.00. In its sole discretion, in addition to any other rights or remedies available to this CTMS and without any liability whatsoever, Westminster at any time and without notice may terminate or restrict your access to any component of this system.

H. Indemnification

You shall defend and indemnify Westminster and any third party providers and distributors and their officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this CTMS.

I. Links to other sites

This CTMS contains links to other web sites which are provided solely as a convenience to you and not as an endorsement by Westminster, its third party providers or distributors of the contents of such other web sites. None of Westminster or any third party provider or distributor shall be responsible for the content of any linked third party sites and does not make any representations regarding the content or accuracy of the materials or products available on such third party web sites. If you decide to access other web sites, you do so at your own risk.

J. Governing Law

This Agreement and its performance shall be governed by the laws of HK SAR, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the court located in HK SAR, in all questions and controversies arising out of your use of this CTMS and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of this CTMS must be brought within two (2) years from the date on which such claim or action arose or accrued.

K. Assignment

You may not assign, convey, subcontract, or delegate your rights, duties, or obligations hereunder.

L. Injunctive Relief

You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to this CTMS as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Westminster shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by this CTMS in obtaining such an injunction, including, without limitation, reasonable attorney fees. You agree that no bond or other security shall be required in connection with such injunction.

M. Termination

Westminster may terminate this User Agreement and these terms and conditions and/or the provision of any of their services at any time for any reason, including any improper use of this CTMS or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which Westminster and its third party providers and distributors may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to Westminster and its third party providers or distributors, as applicable.

N. Modification

Westminster may at any time modify these terms and conditions and your continued use of this CTMS will be conditioned upon the terms and conditions in force at the time of your use

O. Additional Terms

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this CTMS, and you agree to abide by such other terms and conditions.

P. Severability

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Q. Entire Agreement

This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this CTMS.

***** Please note that as between the English and Chinese version of this publication, the English one is the governing version. *****