

Welcome to the Lightning Platform and Booking Terms of Use (“**Terms**”).

These terms apply to your use of the Lightning Platform and the services offered thorough it. Your use of the Lightning indicates your acceptance of the Terms.

For the purposes of this Terms, the following terms shall have the following meanings and definitions:

<b>“Customer”</b>	The corporate customer who subscribed the Platform Services on behalf of you and has entered into Travel Management Services Agreement with CTM and or its associated companies
<b>“CTM”</b>	Corporate Travel Management Limited, having its place of business at Units 1, 18/F, CDW Building, 388 Castle Peak Road, Tsuen Wan, N.T., Hong Kong.
<b>“Platform”</b>	means the Lightning online booking platform developed by CTM and its associated companies for the provision of travel booking services, which shall include each of its modules, the content such as the text, graphics, button icons, audio and video clips, digital downloads, data and software found on the Platform, the arrangement and compilation of such content, the trademarks, logos and service marks displayed on the Platform and all features, applications and functions available on the Platform.
<b>“Platform Services”</b>	shall include (i) access to the Platform via desktop, laptop, mobile devices and/or any other device capable of connecting to the Platform; (ii) the applications and functions available on the Platform; (iii) the Reservation for products and services shown on the Platform or otherwise through the call center services; and (iv) the call center services provided by CTM.
<b>“Reservation”</b>	shall include all types of reservations, bookings and/or purchase, regardless whether or not immediate payment is made and whether or not there is immediate confirmation of such reservation, booking and/or purchase, and the term “Reserve” shall be construed accordingly.
<b>"Third Party Services", "Third Party Services Providers" &amp; "Third Party Services Users"</b>	shall have the respective meanings and definitions under Clause 7 below.
<b>“You”, “Your” or “User”</b>	Refer to anyone who accesses or uses the Platform or Platform Services

## 1. Terms of Use

- 1.1. Your use of Platform and/or Platform Services is expressly conditioned on your acceptance of the following User Terms and Conditions (“Terms”), and you understood and agreed to be bound in full the contents of this Terms. If you do not agree with any part of the following Terms, you should not use this Platform. These Terms may be revised from time to time, and you should review in full details before you use this Platform every time. You may be asked periodically to reconfirm your agreement to these Terms, whenever applicable.
- 1.2. If you violate any of these Terms, your permission to use this Platform will be automatically terminated, and you must immediately discontinue using it.

## 2. Ownership and Contents

- 2.1. The Platform, and each of its modules, together with the arrangement and compilation of

the content found on this system, is the copyrighted property of Corporate Travel Management Limited ("CTM"). Its associated companies and/or its various third-party providers and distributors. The trademarks, logos and service marks displayed on the Platform ("Marks") are registered and/or common law Marks and/or intellectual property of CTM, its associated companies and various third parties. Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Marks without the written permission of CTM, or such other party that may own the Marks.

- 2.2. The Platform may contain links to other web sites. Such links are provided solely as a convenience to you and not as an endorsement by CTM of such other web sites. CTM shall not be responsible for your access or use of such web sites and does not make any representations regarding the content or accuracy of the materials or products available on such third-party web sites.

### **3. Use of the Platform**

- 3.1 The Platform includes a profile database system and a travel approval function which may contain the personal information of the you, the Customer, or the Third-Party Services User (as defined below) and relevant travel policies preloaded by the Customer or CTM. CTM does not warrant the accuracy, completeness, currency or reliability of such information and policies. You shall check and ensure the accuracy of relevant information before confirmation of each Reservation.
- 3.2 Without prejudice to the other terms of this Terms, you warrants that:
- (i) You, accesses the Platform or the Platform Services, are at least 18 years of age and is of sound mind;
  - (ii) You possess the legal authority to create a binding legal obligation;
  - (iii) You will use the Platform in accordance with this Terms;
  - (iv) All reservations you are going to make are legitimate;
  - (v) All information supplied is true, accurate, current, complete and not misleading, and that CTM may rely on the same without verification;
  - (vi) The provision of personal data to CTM has been duly authorized and is in accordance with any applicable laws and regulations; and
  - (vii) You will safeguard the account information of your access (and not to disclose the same to any other person without CTM's written consent), prevent unauthorized use.
- 3.3 CTM grants to you a limited, non-exclusive and non-transferable licence to use the Platform. You may only use the Platform to make legitimate Reservations and shall not use the Platform for any other purposes, including without limitation, to make any speculative, false or fraudulent Reservation, any Reservation in anticipation of demand and/or any Reservation for resale purpose.
- 3.4 Without the prior written consent of CTM:
- (i) You shall not make or retain any copy of, reproduce, republish, transmit, distribute, disseminate, or in any way disclose the Platform and any content thereof;
  - (ii) You shall not use any automatic device, program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the pages of the Platform, data or content found on the Platform;
  - (iii) You shall not transmit or otherwise transfer any pages of the Platform, data or content found on the Platform to any other computer, server, website, or other medium for mass distribution or for use in any commercial enterprise;
  - (iv) You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform;
  - (v) You shall not take any action that imposes a burden or load on the infrastructure that CTM deems in its sole discretion to be unreasonable or disproportionate.
- 3.5 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 offence, give rise to civil

liability, or otherwise violate any law in any jurisdiction. You also 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.

- 3.6 You should be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm arising from your use of the Platform and keep CTM fully indemnified for any claims, liabilities, costs and/or losses arising from these matters.
- 3.7 CTM retains the right at its sole and absolute discretion to deny access of any person to the Platform and the Platform Services, at any time without notice and for any reason, including, but not limited to, for violation of this Terms. If CTM suspects that you have breached this Terms (including without limitation multiple Reservations are made on the Platform and CTM has reason to suspect that any such reservations are for the purposes of reselling) or that the Reservation of your or any of the Customer's record shows signs of fraud, abuse, or suspicious activity, CTM may forthwith cancel any Reservations associated with the Designated Account and close any associated CTM accounts. If such reservations cancelled are non-refundable, CTM reserves its right not to make any refund to you or the Customer for the cancelled reservations. In addition, CTM may verify (i.e. preauthorize) any credit card used for your or the Customer's Reservations. If you or the Customer has conducted any fraudulent activity, CTM reserves the right to take any necessary legal action, you and the Customer shall be liable for all loss and damage incurred by CTM, including litigation costs and damages.
- 3.8 The Platform may, from time to time monitor and review any information transmitted or received through the Platform and reserves the right to sensor, edit, remove or prohibit the transmission or receipt of any information that CTM deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined, recorded or copied. CTM and its associated companies shall have full right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display any suggestions, ideas, comments, questions or information posted by the you on the Platform in any form, media or technology. CTM assumes no liability for any content posted or submitted by you.

#### **4. Service Functionality**

- 4.1 The contents of the Platform and the travel products and services shown on the Platform may be offered on a limited basis, or may vary depending on the region or device or internet browser or configuration of your device or computer. You shall not access the Platform, use any content on the Platform or make any Reservation on the Platform if the same shall be illegal or shall constitute infringement of private or public rights in the jurisdiction from which you accesses the Platform. You shall not conceal or misrepresent its location or identity in order to access or use the Platform.
- 4.2 CTM strives to keep the Platform Services up and running. However, all online services may suffer occasional disruptions and outages (for various reasons including but not limited to cyberattack, technical issues, maintenance, system update etc.), and CTM is not liable for any disruption or loss you may suffer as a result. In the event of disruption or outage, you may not be able to retrieve the Reservations made. In such event, CTM recommends that you shall contact CTM's travel consultants assigned to serve you and/or the Customer.
- 4.3 CTM does not guarantee the instantaneous completion of Reservation on the Platform. For the avoidance of doubt, you will receive confirmation from CTM when the Reservation is confirmed.
- 4.4 CTM's normal operating hours is 09:00-18:00 (GMT+8) from Monday to Friday. CTM is closed on Saturdays, Sundays and public holidays in Hong Kong.
- 4.5 From time to time, CTM may without notice add, remove, suspend, or change features or functionality of the Platform or stop providing an access to any third-party applications and the Platform altogether. Features and functionality previously provided may no longer be available after the change. The Platform or its features may be released in a beta / test version, which may

not work correctly or in the same way the final version may work. Notwithstanding the foregoing provisions, if any change(s) of the Platform is/are to be implemented which may have material impact you or the Customer, CTM shall use the best endeavor to give the Customer 3 working days' advanced notice.

## 5. Personal Data

- 5.1 Responsibilities acknowledgement - In connection with this Terms, CTM may collect and use personal data incidental to the access and use of the Platform and/or the Platform Services by you in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region.
- 5.2 By using the Platform and Platform Services, you acknowledges and consents to the terms of CTM's privacy policy (including CTM's collection and use of personal data provided by you), which is available on the website of CTM at the following link ([www.travelctm.com/global-privacy-policy/](http://www.travelctm.com/global-privacy-policy/)) ("CTM Global Privacy Policy"). CTM shall post any changes as to its privacy policy and procedures on its website to keep you, from whom personal data is or will be collected ("Data Subject"), aware of what information CTM will collect, how CTM will use it and under what circumstances CTM may disclose it. You shall ensure that the Data Subject consents to the privacy policy of CTM before the provision of the personal data of the Data Subject to CTM.
- 5.3 The information or data of the Data Subject provided by you will be used only for the need of CTM's business operation and the provision of service under this Terms.
- 5.4 Subject to the full force and effect of the other provisions in this Terms, you agree and shall ensure that the Data Subject agrees that CTM may use the personal data collected from you for one or more of the following purposes:
- (i) for the performance or enforcement of this Terms;
  - (ii) for the handling of any requests, enquiries, comments and suggestions from you, the Customer or the Data Subject (whether submitted by phone, email or otherwise);
  - (iii) for the purpose of sending travel alert to you, the Customer or the Data Subject;
  - (iv) when issuing receipt or reporting to you or the Customer;
  - (v) when fulfilling the above purposes, you, the Customer and the Data Subject may be contacted via email, direct mailing, telephone, SMS or other means.
- 5.5 CTM may disclose the personal data collected from you, the Customer or the data subject to a third party under the following circumstances:
- (i) The personal data may be provided to the relevant third party for the performance of the Terms.
  - (ii) CTM may also provide the personal data to Third Party Services Providers (as further defined below) such as airliner, hotel, travel agency or other relevant third party for performing the Platform Services (including incidental matters such as tour arrangement and transaction settlement).
  - (iii) The personal data may also be disclosed to the agent, adviser, auditor, contractor or other service provider of CTM who provides legal, administrative, telecommunications, computer, payment, fraud prevention, insurance, data processing or other services to CTM in connection with the operation of CTM's business and/or who otherwise processes personal data for and on behalf of CTM.
  - (iv) In exceptional or emergency case, personal data may be disclosed on demands of law, court order, government or executive authorities.

## 6. Your Responsibilities

- 6.1 You shall not assign, convey, subcontract, or delegate its rights, duties, or obligations hereunder.
- 6.2 You are responsible for ensuring that you and/or the Third-Party Services User meet the foreign entry requirements and that the relevant travel documents, such as passports and visas (transit,

business, tourist, and otherwise), are in order and any other foreign entry requirements are met. You and the Third-Party Services User shall review the travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to making the Reservation.

- 6.3 You and the Third-Party Services User must consult the relevant Embassy or Consulate for passport and visa information. Requirements may change and you and the Third-Party Services User should check for up-to-date information in good time before Reservation and departure. CTM accepts no liability if you or Third-Party Services User is refused entry onto the flight or into any country due to failure to carry the correct passport, visa or other documents required by any airline, authority or country, including countries of transit. This may include all stops made by the aircraft even if you / the Third-Party Services User does not leave the aircraft or airport.
- 6.4 Recommended inoculations for travel may change at any time and you/Third Party Services User should consult his/her doctor on current recommendations before departure. It is your and the Third-Party Services User's responsibility to ensure that recommended inoculations are obtained, recommended medication are taken, and that all medical advice is followed.
- 6.5 By displaying travel products and services on the Platform (in particular internal destinations) and/or answering inquiries of you, CTM does not represent or warrant that travelling to the relevant destination is advisable or without risk and is not liable for any damages or losses that may result from travelling to such destinations.
- 6.6 Taxes - Unless otherwise stated in this Terms, any payment payable by you to CTM are net of any taxes, including but not limited to turnover taxes.
- 6.7 Without prejudice to its rights in other provisions in this Terms, CTM may at its sole discretion:
- (i) *issue invoice in respect of sums payable to CTM to any party (including but not limited to the passengers who use the air-tickets and lodgers who lodged in hotels pursuant to Reservation under this Terms);*
  - (ii) *request relevant information from any party (including but not limited to credit card information or bank account information);*
  - (iii) *request payment of (partial or full), deposits, security payment, etc. from any party;*
- but such issuance of invoice or request shall not in any event absolve you from liability under this Terms, prejudice CTM's rights and remedies against you and/or affect the legal relationship between you and CTM under this Terms.
- 6.8 All payments payable by you and/or the Customer to CTM in respect of this Terms shall be made on time and in full without any deduction, set-off, withholding or condition of any kind. If any payment paid to CTM in respect of your obligations are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, CTM shall be entitled to recover such sums from You as if such monies have not been paid.
- 6.9 Subject to the Agreement between the Customer and CTM, if any, you may have to pay for the total booking price of the relevant travel products or services. Without prejudice to other rights and remedies of CTM, in the event of default of any payment by You in accordance with this Terms:
- (i) CTM may terminate this Terms and/or suspend the Platform Services at its discretion;
  - (ii) You shall further pay to CTM interest on the overdue amount at 2% per month from the due date to the date of full payment as liquidated damages;
  - (iii) CTM shall have the right to demand for immediate payment of all sums payable by You to CTM (whether the same is overdue or not);
  - (iv) all costs and expenses (including but not limited to legal fees) incurred by CTM in demanding for payment and/or taking legal proceedings for the purpose of collection of outstanding payment shall be borne and paid by or recoverable from You on a full indemnity basis.
- 6.10 CTM may at any time set off any obligation owed by You to CTM against any obligation owed by CTM to You.

- 6.11 Subject to the Agreement between the Customer and CTM, if any, You may have to pay for the total booking price of the relevant travel products or services in full (which includes the price displayed on the Platform, plus all other charges, fees and taxes including tax recovery charges, and service fees) at the time of the Reservation and before CTM's confirmation of such Reservation. If applicable, the debit or credit card of You may be debited for the said total booking price accordingly.
- 6.12 Airfare is only fixed when the Reservation has been completed and the tickets have been issued and remained valid. Airlines and other travel suppliers may change their prices without notice.
- 6.13 In the event that You Reserves accommodation, You acknowledge and agrees that, save as the price paid at the time of Reservation, there may be further charges taxes and other costs relating to the Reservation which are payable by You to the accommodation provider directly at the time requested by the accommodation provider (usually upon check-in or check-out from the accommodation).
- 6.14 Prices and fees for some overseas flights and the additional baggage fees for certain airlines may be charged in currency of other country/territory, which CTM will provide an estimate for in the default currency of the Platform or selected preferred currency (if applicable). The actual amount charged by the carrier may differ due to varying exchange rates. When applicable, your card issuing company may charge a conversion or transaction fee (which may be in a foreign currency) to process the transaction. CTM is not associated with these additional fees and will not be held liable for any fees relating to varying exchange rates and card issuer fees.
- 6.15 CTM and/or the Third-Party Services Providers (as defined below) may charge a fee in connection with any changes, which will be payable by You. The price of the new arrangements may be based on the prices that apply on the day You asks CTM to make the change. These prices may not be the same as the price when You Reserved the products or services.
- 6.16 You acknowledge that CTM and its group companies may pre-negotiate certain room rates with hotel suppliers. The room rate displayed on the Platform is a combination of the pre-negotiated room rate for rooms Reserved on behalf of You through CTM or its group companies and compensation retained by CTM for its services. You authorize CTM or its group companies to make reservations for the total reservation price, which includes the room rate displayed on the Platform, plus tax recovery charges, taxes (where applicable), and service fees. You agree that its debit or credit card (if applicable) will be charged by CTM or its group companies for the total reservation price. Upon submitting Reservation request You authorizes CTM or its group companies to facilitate hotel reservations on behalf of You, including making payment arrangements with hotel suppliers.
- 6.17 You also agree and acknowledges that certain city taxes or charges by hotels may not be included in the total reservation price but payable by You to the accommodation provider directly at the time requested by the accommodation provider (usually upon check-in or check-out from the accommodation).
- 6.18 Subject to the terms and conditions of the hotels that You has Reserved, You may cancel or change its prepaid hotel reservation, but You may be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. You may be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event that You do not show for the first night of the Reservation and plan to check-in for subsequent nights in Your Reservation, you must confirm the changes with CTM prior to the cancellation deadline of the Reservation.
- 6.19 You agree to pay any cancellation or change fees that it incurs. In some cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the relevant terms imposed by the hotel with respect to the prepaid hotel reservations.

## **7. Supplier Rules and Restrictions**

- 7.1. You acknowledge that the air seats, accommodation, transportation, insurance and/or other travel

related products and services (collectively "Third-Party Services") which You Reserves through CTM are provided by third party service providers such as airlines, hotels, land operators, carriers and/or other service providers (collectively "Third-Party Services Providers"). CTM does not provide such products and services by itself, whether or not the said Third-Party Services Providers are disclosed or known to You.

- 7.2. The Third-Party Services are subject to the terms and conditions of the Third-Party Services Providers (if any) which binds You and/or the passenger, lodger or participant who uses such services ("Third-Party Services Users"). Such terms and conditions may concern with important matters including but not limited to charges, surcharges, fees, taxes, no-show circumstances, overbooking by the Third-Party Services Providers, check-in time, baggage allowance, scope of services, limitation of liability, etc. You shall not place an order for such services unless You and the Third-Party Services Users agree to the terms and conditions of the respective Third Party Services Providers.
- 7.3. Upon receiving request from You to CTM's offline service team, CTM will use its best endeavour to deliver You's request for information of the Third-Party Services and also the respective terms and conditions to the relevant Third-Party Services Providers, but CTM shall not be held responsible for any information provided by Third Party Services Providers.
- 7.4. Any information or representation (whether provided through CTM or not) does not constitute and should not be regarded as CTM's warranty, guarantee, recommendation or endorsement of any Third-Party Services or Third-Party Services Provider nor shall CTM be held liable thereof. You shall be responsible to make its independent decision before placing any orders.
- 7.5. CTM shall not be liable for any claims, losses, damage, cost or expense of whatsoever nature to You or any third party due to unavailability, non-performance, overbooking, delay, cancellation or changes in air schedules or other services, bankruptcy or winding-up of Third-Party Services Providers, disease, terrorism, war, quarantine, injury, irregularities, natural calamities, weather or environmental conditions, labor strikes, or any circumstances which may be directly or indirectly caused by or resulted from or in connection with the default, willful or negligent acts or omission on the part of any Third Party Services Providers and/or any circumstances which are beyond CTM's control.
- 7.6. Without prejudice to the provisions above, CTM does not warrant or ensure the performance of the Third-Party Services. If the Third-Party Services Providers default prior to providing any service for which payment has been made, You's sole recourse for refund shall be with the defaulting Third Services Provider. CTM will use its best endeavour to provide to You the booking information in respect of the relevant items and also the contact information of the relevant Third-Party Service Provider.
- 7.7. Some Third-Party Services Providers (e.g. hotel suppliers) may require the Third-Party Services Users to present a credit card or cash deposit upon check-in to cover additional expenses during the Third-Party Services. Such deposit is unrelated to any payment received by CTM for the Reservation made by You.
- 7.8. You acknowledge that some Third-Party Services Providers may require the Third-Party Services Users to sign their liability waiver prior to participating in the Third-Party Services. Any violation of the rules and restrictions of the Third-Party Services Providers may result in cancellation of the Reservation(s) of You, denial of access to the relevant product or services, forfeiture of any monies paid for such Reservation(s), and/or debiting of You's account by CTM for any costs incurred by CTM as a result of such violation.
- 7.9. You may be offered the opportunity to Reserve for a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, and can be combined on the same airline or on different airlines. Each one-way ticket is subject to its own fees and rules and restrictions imposed by the relevant Third-Party Services Provider. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling), You may have to be responsible for any fees incurred for making changes to the unaffected flight.

## 8. Sorting Determination

- 8.1 On the Platform, You may be shown many options regarding hotel, flight, car rental, cruise or activity. The “sort” settings allow You to rearrange the search results, whether based on price, review score or other criteria. The “filter” settings also allow You to include or exclude various options. If no options are selected, the Platform will generally show a range of relevant options in the search results, based on the criteria outlined below:
- (i) Flights: The default sort order is generally based on You's preferred carrier(s) and then lowest price. In cases where two flights are of the same price, the shorter flight is listed first.
  - (ii) Hotels: The default sort order generally reflects the popularity of properties in and around the searched location. The compensation which a property pays CTM for Reservations made through CTM is also a factor for the relative ranking of properties with similar offers. If You sorts by price or by star rating, the Platform will generally order properties with similar results based on the factors above.
- 8.2 CTM may test and change to different default sort order algorithms from time to time. CTM does not guarantee the accuracy or completeness of the sorting function.

## 9. Warranty and Limitation

- 9.1. CTM does not warrant the accuracy, completeness, currency or reliability of any of the content or data found on the Platform and expressly disclaims (to the fullest extent as the law permits) 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, except in the case that such content or data is rendered inaccurate due to CTM's action.
- 9.2. CTM shall not be liable for any virus infection and/or other damage to any computer equipment, mobile device or other property arising from You's access to the Platform.
- 9.3. Notwithstanding any other provisions in the Terms, in no event shall CTM be liable to You for any loss of business chance, loss of profit, economic loss, indirect and/or consequential loss or damages arising from this Terms, whether based on contract, tort, strict liability or otherwise, which arises out of or is in any way connected with this Terms.

## 10. Miscellaneous

- 10.1. This Terms and its performance shall be governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China (“HKSAR”), without regard to its conflict of law's provisions. You consent and submit to the non-exclusive jurisdiction of the court located in HKSAR, in all questions and controversies arising out of the use of the Platform Services, the Platform and this Terms. To the extent allowed by applicable law, any claim or cause of action arising from or relating to the access or use of the Platform and the Platform Services must be brought by You within two (2) years from the date on which such claim or action arose or accrued.
- 10.2. The Platform may show additional terms and conditions applicable to Reservation and/or other use of the Platform. You agree to abide by such other terms and conditions.
- 10.3. In this Terms, unless the context otherwise requires:
- a. a person includes an individual, a company, a partnership, trust or body unincorporated and its successors and assigns;
  - b. words importing the singular include the plural and vice versa and words denoting any gender includes all genders;
  - c. the words "other", "including" and "in particular" do not limit the generality of any



preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

- 10.4. The terms and conditions of this Terms 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.
- 10.5. This Terms, together with any terms and conditions incorporated herein or referred to herein, and also the terms of the Master Services Agreement between the Customer and CTM (if any) shall constitute the entire agreement between the Parties relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter.

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

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