

## **TERMS OF USE**

### **1. Use of Swissôtel Website and Online Reservations**

- a. Online Reservations is provided solely to assist Users to determine the availability of Swissôtel Hotels & Resorts' services and to make legitimate reservations at Swissôtel Hotels & Resorts and for no other purposes.
- b. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use the Swissôtel Website or Online Reservations in accordance with this Policy. You agree that you are financially responsible for your use of the Swissôtel Website, as well as for any use of your User ID and/or password account by others, including but not limited to minors living with you.
- c. You warrant that all Personal Information supplied by you in the use of the Swissôtel Website or Online Reservations is true and accurate and is not for any false or fraudulent purpose. You agree that the Swissôtel Website and/or the facilities provided by Online Reservations shall be used only to make legitimate reservations for you or for another person for whom you are legally authorized to act, and that overuse or abuse of the reservation facilities of Online Reservations may result in your being denied access to Online Reservations or the Swissôtel Website.
- d. You agree and warrant that you will not use the Swissôtel Website for any purpose that is unlawful or is otherwise prohibited by this Policy.
- e. For any reservations or other Swissôtel Hotels & Resorts services for which fees may be charged, you agree to abide by the terms or conditions of purchase imposed, including but not limited to payment of all amounts when due and compliance with all rules and restrictions regarding availability of rates, or services provided.
- f. You shall be responsible for all charges, fees, duties and/or taxes arising out of the use of Online Reservations or the Swissôtel Website.

### **2. Intellectual Property**

- a. The Content of the Swissôtel Website is the property of Swissôtel Hotels & Resorts or its licensors. Any reproduction, republication, modification, copying distribution, transmission, display or sale of any of the Content of the Swissôtel Website without the express written consent of Swissôtel Hotels & Resorts is prohibited.
- b. Swissôtel Hotels & Resorts, or its subsidiaries, associated companies and affiliates have registered or applied for various trademarks including but not limited to the name of Swissôtel Hotels & Resorts

and the components of its logo. All registered or pending trademarks may not be used or displayed publicly without the prior written consent of the registrant of the trademarks.

- c. The Swissôtel Website may contain or make reference to trademarks, patents, trade secrets, copyright, technologies, products, processes or other proprietary rights of Swissôtel Hotels & Resorts, its affiliates, and / or other parties. No license to or right in any of the trademarks, patents, trade secrets, copyright, technologies, products processes or other proprietary rights of Swissôtel Hotels & Resorts, its affiliates, and / or other parties is granted to or conferred upon you by reason of such reference.

### 3. **Non-Confidential Communications**

With respect to all communications you make to Swissôtel Hotels & Resorts regarding Swissôtel Hotels & Resorts information which do not contain Personal Information, including but not limited to feedback questions, comments or suggestions:

- i. You have no right of strict confidentiality in your communications and Swissôtel Hotels & Resorts shall have no obligation to protect your communications from any reasonable or legitimate disclosure;
- ii. Swissôtel Hotels & Resorts shall be free to reproduce, use, disclose and distribute your communications to others without limitation for any reason or legitimate purpose; and
- iii. Swissôtel Hotels & Resorts shall be free to use any ideas, concepts, know-how or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

### 4. **Warranties / Representations**

#### a. No Binding Offer

The Content of the Swissôtel Website, other than reservations made at Online Reservations, but including e-mail notifications and news updates whether via Guest Sign Up or otherwise, is intended for informational purposes only and does not in any case constitute a legally binding offer. For more detailed information regarding Online Reservations, please check the Swissôtel Website.

#### b. No Reliance (Accuracy, Reliability and Completeness of Swissôtel Website)

While Swissôtel Hotels & Resorts shall in good faith make such efforts

as are reasonable to ensure that the Content is accurate, complete and current, the Content or the Swissôtel Website may contain technical inaccuracies or typographical errors. Swissôtel Hotels & Resorts, make no express or implied warranty or representation (including liability towards third parties) as to its accuracy, reliability or completeness. . Swissôtel Hotels & Resorts reserves the right to make changes, additions, removal, corrections and / or improvements to the Content or the Swissôtel Website, and to the products and programmes described on the Swissôtel Website at any time without notice. The Swissôtel Website contains information on Swissôtel Hotels & Resorts' worldwide products and services, not all of which are available in every location. A reference to a Swissôtel Hotels & Resorts product or service on the Swissôtel Website shall not imply that such a product or service is or will be available in your location.

c. No Warranty by Swissôtel Hotels & Resorts

The Swissôtel Website and its Content are provided 'AS IS' and without any warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of any rights or obligations. The Swissôtel Website makes no warranty or representation that descriptions of products in the Swissôtel Website are accurate, complete, current, or reliable in any or all respects.

d. No Warranty for Virus Free Content

Swissôtel Hotels & Resorts assumes no responsibility for, and makes no warranty that, the functions on the Swissôtel Website will be uninterrupted or error-free, that defects will be corrected, or that the Swissôtel Website (including the Content) or the servers that make it available will be free from any harmful components including but not limited to viruses, Trojan horses or worms.

## 5. **Liability Waiver**

Your use of the Swissôtel Website is at your own risk. Under no circumstances shall Swissôtel Hotels & Resorts and / or any of its affiliates, officers, directors, employees, subsidiaries, associated companies or parents be liable for any damages of whatever nature, whether direct, indirect, punitive, special, incidental, or consequential damages, and including, without limitations, lost revenues or lost profits arising out of or in any way connected to the access to or use of, reliance on, or inability to access or use, the content of the Swissôtel Website, or resulting from the access to, or inability of access to linked web sites, whether based on contract, tort, strict liability or otherwise, even if Swissôtel Hotels & Resorts and/or any of its affiliates, officers, directors, employees, subsidiaries, associated companies or parents has / have been advised of the possibility of damages.

## 6. Links

### a. No Responsibility for or Endorsement of Linked Web Sites

The Swissôtel Website may contain links to other web sites which are not owned or maintained by Swissôtel Hotels & Resorts. Swissôtel Hotels & Resorts shall not be held responsible for the information, products, services or other material obtained on such other web sites and shall not be liable for any damages arising from the access to or use of such web sites. The inclusion of these links on the Swissôtel Website does not imply any endorsement or approval of the linked sites, or the content, information or any linked addresses therein.

### b. No Linking without Consent of Swissôtel Hotels & Resorts

The hyperlinking to the Swissôtel Website from other web sites is prohibited without obtaining the express prior written consent of Swissôtel Hotels & Resorts. Please contact us at [ask-us@swissotel.com](mailto:ask-us@swissotel.com) for any inquiries.

## 7. Data Security

### a. General Information

Please be notified that the World Wide Web is a publicly accessible system. The submission or making available or any personal information is done at your own risk. Your Personal Information or data might be lost during transmission or may be accessible to unauthorised third persons notwithstanding the best efforts of Swissôtel Hotels & Resorts in its security or data encryption measures.

### b. Browsing

The Swissôtel Website is not configured to collect any identifiable personal information from the User who is merely browsing on it. It collects information for general statistical purposes only. Unless you voluntarily provide Swissôtel Hotels & Resorts with your Personal Information, it will not be available to Swissôtel Hotels & Resorts.

### c. Internet Protocol (IP) Address

All Users are put on notice that the requesting of a page from the Swissôtel Website will result in the User's current IP address being logged and recorded by Swissôtel Hotels & Resorts for the purpose of diagnostics.

### d. Cookies

The Swissôtel Website uses 'cookie' technology which is designed only to facilitate your visit on the Swissôtel Website.

e. Encryption System

All Personal Information provided while making a reservation at Online Reservations shall be encrypted. Swissôtel Hotels & Resorts stores User's Personal Information on a secure server that resides behind a firewall. The firewall is designed to block access to this data from outside Swissôtel Hotels & Resorts.

**8. Personal Data and Protection**

- a. Data protection is very important to Swissôtel Hotels & Resorts and the Personal Information (any information relating to you) of our customers is treated absolutely confidentially. When we need to collect Personal Information from you, we generally ask you to voluntarily supply us with the required Personal Information. This Personal Information will not be made accessible to third parties except where required by law, by Order of court or by any competent regulatory authority.
- b. Your Personal Information will only be processed for the Purposes indicated in this Policy or as evident under the circumstances.

**9. Force Majeure**

Swissôtel Hotels & Resorts shall not be liable for or be deemed to be in breach of the any of its obligations in relation to this Policy which may arise from or be due to any Force Majeure Event, which shall be taken to mean any event or circumstance the occurrence and the effect of which Swissôtel Hotels & Resorts could not reasonably prevent or avoid, including but not limited to:

- a. explosion, fire, flood, war, earthquake, storm or other natural disasters;
- b. war, declared or undeclared, sabotage, insurrection, terrorist or criminal acts, riot or civil disturbance;
- c. import or export regulations or embargo or requisition restrictions regulations bye-laws prohibition or any acts or measures or intervention of any governmental or regulatory authority;
- d. epidemic, quarantine restrictions, outbreak of disease or any travel restrictions or bans (including bans on non-essential travel) issued by the World Health Organisation or any governmental authority;
- e. computer viruses, worms, Trojan Horses, power failures, Internet interruptions or unforeseen technical failures;

- f. strike, lock-out, work stoppage or other industrial action or trade dispute (whether involving employees of the Swissôtel Hotels & Resorts or any other person); and
- g. any default act or omission on the part of Swissôtel Hotels & Resorts' suppliers or sub-contractors.

**10. Complete Contract**

This Policy represents the entire understanding and agreement between the Parties concerning the Swissôtel Website. Any and all previous course of dealings, written or oral understandings, discussions, representations, correspondence and communications between the Parties relating to the matters covered by this Policy are hereby superseded.

**11. Severability**

If any provision of this Policy is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Policy and the remainder of the provisions in question shall not be affected thereby.

**12. Rights of Third Parties**

A person or entity who is not a Party to this Policy shall have no right to enforce any term of this Policy, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

**13. No Partnership or Employment**

This Policy shall not be deemed to create any partnership or employment relationship between the Parties.

**14. Governing Law and Jurisdiction**

By accessing and using any services of the Swissôtel Website, you agree that this Policy and all matters relating to and / or any disputes arising out of this Policy or the user's access to or use of the Swissôtel Website shall be construed in accordance with, and governed by, the laws of the Republic of Singapore, and that you will submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.