

The following General Terms and Conditions govern your access and use of this website generally. Additional terms and conditions may apply to your use and access of certain functionality, pages or services on or linked via this website ("**Specific Terms and Conditions**"). The General Terms and Conditions apply in addition to and do not derogate from any applicable Specific Terms and Conditions. In the event of any conflict or inconsistency between the General Terms and Conditions and the Specific Terms and Conditions in relation to any specific functionality, page or service, the Specific Terms and Conditions shall prevail. The General Terms and Conditions and the Specific Terms and Conditions shall together constitute the "**Terms**".

A reference to "Ascott", "we", "our", or "us" in these Terms shall mean The Ascott Limited (Reg. No. 197900881N), and/or its related corporations and affiliates, collectively or singularly as the context requires. For the avoidance of doubt, in connection with any transactions entered into via this website or any other website linked through this website, any contract in connection with any such transaction remains solely between you and the Ascott entity or other party identified as the contracting party or offeror of the product or service.

A reference to "this website" in these Terms refers to the main website of Ascott available at [www.discoverasr.com](http://www.discoverasr.com) and/or the sub-sites operated by members of Ascott (as identified in the relevant subsections of such websites) as the context requires, and includes but is not limited to the information, data, text, images, links, sounds, graphics and video sequences displayed therein ("**Materials**") and the services offered therein ("**Services**").

## **GENERAL TERMS AND CONDITIONS**

### **1. USERID AND PASSWORD**

1.1 To gain access to certain functionality, Services, and/or non-public areas of this website, you may be required to sign up for a user account whereby you may choose or we may assign you with (a) a login identification number(s) or name ("**UserID**") and (b) a personal identification number(s), password(s), symbol(s), key(s) and/or code(s) ("**Password**") for your account.

1.2 We may at any time in its sole and absolute discretion forthwith invalidate the UserID and/or Password without assigning any reason, without prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you, or arising out of or in connection with or by reason of such invalidation. In the event that the UserID and/or Password are invalidated by us and you have an ongoing relationship with us which requires you to continue accessing the non-public areas of the website or which requires you to log in to a portal to use our Services, we may create new credentials which you may use to access such Services or the non-public areas of the website.

1.3 You are solely responsible for retaining the confidentiality of your UserID and Password and for any disclosure or unauthorised use thereof save where solely caused by a breach by Ascott of its legal obligations in terms of data security. You shall not at any time disclose your UserID or Password to any party (including without limitation any of our employees). We shall not be responsible or liable for any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of any use of the UserID and/or Password and/or performing any transactions and/or obtaining and/or making any payment of any monies belonging to you save where solely caused by a breach by Ascott of its legal obligations in terms of data security. If you believe that the security of your UserID and/or Password has been compromised, you shall forthwith notify us immediately and obtain a new UserID and/or Password.

1.4 Any use of or access to this website and any information, data, instructions or communications referable to your UserID and/or Password shall be deemed to be (i) use or access of this website by

you and/or (ii) information, data, instructions or communications transmitted or validly issued by you. You acknowledge and agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.

1.5 You acknowledge that unless you receive confirmation of receipt from us (whether by email, posted on-line or otherwise), your instructions and/or communications may not have been received and accordingly, may not be carried out. To the maximum extent permitted by law, we shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you in relation to or in respect of any instructions, operations or transactions effected by you or purported to be effected by you through this website howsoever caused.

## **2. YOUR OBLIGATIONS**

2.1 You agree:

(a) to comply fully with all the directions and/or instructions issued by us from time to time in respect of the use of this website;

(b) to abide by all applicable laws and regulations in the use of this website;

(c) not to impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

(d) not to upload or distribute in any way files which you know or have reason to suspect contain viruses, corrupted files or any other similar software, programs, macros or files that may detrimentally interfere with the operation of this website, or to do anything which would create or impose an unreasonable or disproportionately large burden or load on this website, or gain unauthorised access to restricted parts of this website or its systems;

(e) not to gather and use the information and/or particulars posted or transmitted through this website for unsolicited advertising or other unauthorised purposes;

(f) not to disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, conduct load testing, penetration tests, port scans, vulnerability assessments or other security testing, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-license or create derivative works based on the whole or any part of this website;

(g) not to link, republish, communicate or repost any images stored or accessed from the website or any other website owned, operated, licensed or controlled by us;

(h) not to use this website and/or the Materials for illegal purposes;

(i) not to post, promote, upload or transmit information through this website which may infringe the rights of any third party, whether in statute or common law, including but not limited to any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;

(j) not to use any automated process or service to access and/or use this website and/or the Services (such as a bot, a spider, periodic caching of information stored by us, or "meta-searching"); and

(k) not to post, promote, upload or transmit through this website any unlawful, harassing, libellous, defamatory, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

2.2 You shall be responsible for obtaining and using the necessary web browser and/or other software and/or equipment necessary to obtain access to this website at your own risk and expense.

If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for the operation of this website become available, we reserve the right not to support any prior version of the web browser or other software. If you fail to upgrade the relevant software and/or web browser or to use the enhanced version of software and/or web browser as required by us, we may reject your transactions, or process your transactions incorrectly, or you may not be able to obtain access to all features and/or Services available, and we shall not be held liable as a result thereof.

### **3. OUR RIGHTS**

3.1 You irrevocably agree and acknowledge that we have the right to:

(a) monitor, screen, moderate, edit, censor, or otherwise control any activity, content, communication or material including, without limitation, discussions, chats, postings, transmissions, forums, message boards, bulletin boards, and the like on this website. For the avoidance of doubt, to the extent that such activity, content, communication or material does not constitute personal data under applicable data protection laws, the monitoring, screening, moderating etc. of such information will not be regulated under applicable data protection laws;

(b) investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;

(c) in our absolute discretion, and without stipulating any reason, prevent or restrict your access to this website or any part thereof;

(d) in our absolute discretion, and without stipulating any reason, stop, suspend, modify, delete or edit any Material appearing on this website or part thereof;

(e) terminate your access to the website or any part thereof or any user accounts associated with you, if we receive any complaints or suspect that you may have engaged in any fraudulent, criminal, illegal, unlawful or other activities which may infringe the rights of or be actionable by any person or entity;

(f) request from you information and data relevant to your use of this website at any time and to exercise our rights hereunder if you refuse to divulge such information and/or data or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data; and

(g) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

3.2 We may, in our sole discretion, terminate or suspend your access to all or part of this website for any reason, including without limitation, breach of these Terms, and/or activity which we suspect violates applicable laws or infringes the rights of any third party. If you breach these Terms, your authorisation to use the site automatically terminates and you must immediately destroy any downloaded or printed materials and content, and we have the right to refuse any and all current or future use of or access to this website by you.

3.3 We may collect, use and disclose personal data obtained from or provided by you through your use of this website in accordance with our [Privacy Policy](#). Please see the Privacy Policy for more information on how we collect, use and disclose your personal data, on your personal data access and rectification rights.

### **4. INTELLECTUAL PROPERTY**

4.1 All intellectual property rights in and to materials on this website (including copyright in all works and other subject matter) is owned by us, and/or our licensors, merchants and/or service providers. No part of the same may be reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission and/or that of the relevant rights owner.

4.2 Permission is granted to download and print the Materials on this website for personal, non-commercial use only, provided you do not modify the Materials and that you retain all copyright notices and other proprietary notices contained in the Materials.

4.3 You may not, without our permission, "deep-link" to any part of this website, "frame" or "mirror" any Material contained on this website on any other server.

4.4 In the event that you are authorised by us to download software or Materials associated with such software from this website, the software, including any files, images incorporated in, linked to or generated by the software, and data accompanying the software is licensed to you subject to your compliance with any relevant licence terms and conditions accompanying such software or as we may from time to time notify you of.

4.5 The trade marks, service marks and logos, including "ASCOTT STAR REWARDS", "ASR", "ASCOTT", "CITADINES", "lyf", "OAKWOOD", "QUEST APARTMENT HOTELS", "SOMERSET", "THE CREST COLLECTION", "THE UNLIMITED COLLECTION", "PRÉFÉRENCE HOTELS", "FOX HOTELS", "HARRIS HOTELS", "POP! HOTELS", "VERTU HOTELS", "YELLO HOTELS", "CITADINES CONNECT" and "FOX LITE HOTELS" ("**Trade Marks**") used and displayed on this website are registered and unregistered Trade Marks of the relevant mark owners of Ascott and other third parties. Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Mark displayed on this website, without our written permission or that of other Trade Mark owners. We prohibit the use of the Trade Marks, any entity name, trade name, company name of ours or any other trade mark owned by us as a "hot" link to any website unless establishment of such a link is approved in advance by us in writing.

## 5. FEEDBACK AND INFORMATION SUBMITTED TO US

5.1 Any feedback and suggestions submitted to us via this website shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as may be agreed by the relevant Ascott entity having the direct customer relationship or as otherwise specifically agreed or required by law.

5.2 If you provide any reviews, posts, information, data and comments on this website (through our "Contact Us" pages, Online Chat function, "Guest Review" pages or otherwise) or to us ("**User Material**"), you hereby grant us a worldwide, irrevocable, for the duration of the legal protection of the User Material, non-exclusive, royalty-free, sub-licensable, transferable licence to do all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating this website and for our business purposes (including where permitted by law, data analytics as further described in our Privacy Policy at [www.discoverasr.com/en/privacy-policy](http://www.discoverasr.com/en/privacy-policy)). You represent and warrant that you own or have the necessary rights, consents and permissions to grant the foregoing rights to us, and that your User Materials are your own original

works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third party. You agree and acknowledge that: (i) we are not responsible for any User Material (whether provided by you or by third parties) which may be made available on this website, and (ii) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.

5.3 We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on this website (including any User Material) which in our sole opinion is unlawful, violates these Terms, or could subject us or any of our affiliates, directors, employees, officers or third party service providers to liability. We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your user accounts (if any), or suspending your access to this website. We shall also have the right to restrict, refuse or ban you from any and all future use of any other product, service and/or facility provided or offered by us.

## **6. NO ENDORSEMENT**

6.1 This website may contain the views, statements and recommendations of third-party individuals and organisations ("**Third Party Content**"). We are not responsible as author, editor or publisher of such Third Party Content and we shall not be held liable for the accuracy, integrity, quality or reliability of such Third Party Content or any websites or information which may be accessed via such Third Party Content. You further acknowledge and agree that all such Third Party Content are not representative of our views or opinions, and that you access and rely on such Third Party Content at your own risk. We do not in any way endorse or support the views or ideas expressed in any Third Party Content.

## **7. USE OF SOCIAL MEDIA**

7.1 We welcome fans and followers to leave comments and post photos and videos on our social media pages, which you may be able to access via this website in embedded form or via links on this website. To make it an enjoyable experience for all, please comply with the following when posting on our social media pages:

- (a) Share your opinions respectfully.
- (b) Do not post content that is false, obscene, defamatory, threatening, harassing, discriminatory, or hateful to another person, race, religion or entity.
- (c) Do not post spam or content that violates any law or intellectual property rights.
- (d) Do not upload files that contain viruses or programmes that can cause damage to other people's mobile devices or computer.
- (e) For your privacy and safety, please avoid posting confidential information such as your personal details.

7.2 The opinions expressed by third parties on our social media pages do not represent the opinions of Ascott. We may remove content or take preventive action against those who do not comply with the above terms and abuse our social media pages.

## **8. BOOKINGS AT OUR PROPERTIES**

8.1 You may make bookings to stay at our properties through this website or through our other websites which may be accessed from this website. Such bookings may be governed by a separate set

of terms and conditions and/or our [Guarantee and Cancellation Policy](#) and for Citadines properties in Europe the [General Rental Conditions](#) found on our websites, and you should carefully read the applicable terms and conditions before confirming your bookings at our properties.

8.2 From time to time, we may also offer special offers or promotions on room stays in conjunction with our business partners. These special offers and promotions may also be governed by a separate set of terms and conditions, and you should carefully read the applicable terms and conditions before confirming your bookings at our properties.

## **9. THIRD-PARTY SITES**

9.1 We may from time to time permit a third party to offer products and/or services via this website and/or include hyperlinks on the website to third party products and/or services available on third party websites. We do not make any representation in relation to, or warranty or endorsement of any of the products and/or services provided by any third parties nor of such third parties themselves. All products sold, services rendered and information provided by such third parties are those of the respective third parties and not us, and shall be subject to the terms and conditions of the individual third parties. We shall not be a party to any contracts for such products and/or services.

9.2 We shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with such third parties and/or their products and/or services, their use or implementation or otherwise, including without limitation any product liability claims, claims for loss of profits, loss of use of the products or services, loss of data or any other economic losses or any consequential, incidental or exemplary losses, expenses and/or damages which you may incur or suffer.

9.3 Any hyperlinks to any other websites on this website, and/or any APIs or functionality embedded within this website which feature third party content (including the third party modules and functionality described below), are provided on an “as is where is” basis, and accessed and used at your own risk. We do not warrant the accuracy, reliability or integrity of the content, material, resources and other links provided by these third party elements, and have not investigated, verified, monitored the same, nor do we endorse any of the same. You bear the responsibility of satisfying yourself of the fitness, suitability, quality, legality, appropriateness, or any other aspect of third party sites and their products/services before clicking on any link.

9.4 Third party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of the third party sites.

## **10. THIRD PARTY MODULES**

10.1 Certain portions of this website may use functionalities from third parties (“Third-Party Functionalities”). Use of these Third-Party Functionalities may be governed by their separate sets of terms and conditions. By using this website and/or such Third- Party Functionalities, you agree to be bound by, and shall abide by, the terms and conditions which may be applicable to your use of such third parties’ services, to the extent these terms and conditions are applicable to you. Without limiting the generality of the foregoing, please see some details thereof in our [Consolidated List of Third-Party Modules](#).

## **11. INDEMNITY**

11.1 You shall indemnify us (including all members of Ascott, each of its respective directors, officers, employees, agents, and representatives) and keep us indemnified against any loss, damage, liability

cost and expense (including legal costs and disbursements on a full indemnity basis), directly or indirectly arising from or relating to:

- (a) your misuse of any user account, rewards, redemption or membership programmes and/or the Services;
- (b) any access, use, instructions and/or communications referable to your UserID and/or Password; and/or
- (c) breach of any of these Terms, including without limitation, if you commit any fraud or misrepresent any information supplied or to be supplied under these Terms.

## **12. EXCLUSION OF LIABILITY**

12.1 To the maximum extent permitted by law, we shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special, or consequential damage, inconvenience, moral stress, cost and expense or economic loss of any nature (including, without limitation for any act, omission, neglect or wilful default on the part of our agents, contractors, correspondents and/or their respective officers and employees), arising from or in connection with:

- (a) any access, use or the inability to access or use this website and/or the Materials therein, or reliance on the Materials and/or any information in this website;
- (b) any errors (typographical or otherwise) or other inaccuracies in the statements or information contained in the website and/or Materials therein;
- (c) any failure of performance, server or connection failure, error, omission, interruption, defect, delay or failure in operation or transmission, or computer virus or line or system failure;
- (d) any use of or access to Third Party Content or any other website linked to this website;
- (e) the collection, use, disclosure and/or processing of your Personal Data in accordance with these Terms and/or our Privacy Policy;
- (f) any participation in respect of or in connection with any of our rewards, redemption or membership programmes; and
- (g) any products, information, data, software or other material obtained from this website or from any other website linked to this website; and/or
- (h) any use of the Services provided under this website,

even if we or our agents or employees were previously advised of the possibility of such damages, losses and/or expenses.

## **13. WARRANTIES AND DISCLAIMERS**

13.1 This website and the Materials therein, including Third-Party Functionalities, are provided on an "as is" and "as available" basis. We do not warrant the accuracy, adequacy or completeness of this website, including without limitation the Materials and Third-Party Functionalities, and expressly disclaim liability for errors or omissions in the Materials and Third-Party Functionalities.

13.2 No warranty of any kind, implied, express or statutory (unless it is not possible by law to exclude or limit such warranty in which case the warranty will apply), including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with this website, the Materials, Third-Party

Functionalities, and the Services. All such warranties, conditions, terms and representations are specifically excluded. In particular, we do not warrant that the Materials or this website (including Third-Party Functionalities) will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that this website and the Materials and Third-Party Functionalities are free from any virus or other malicious, destructive or corrupting code, programme or macro.

13.3 We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, this website and/or any information, Materials, functionality or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing this website, Materials or any part or feature thereof.

13.4 Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to our final determination and acceptance.

13.5 Statistical data provided on this website may include rounding. Any prices and rates posted are subject to change without prior notice and at our absolute discretion. We assume no responsibility for errors (including factual or other inaccuracies or typographical errors) or omissions (if any) present in this website. Currency rates are based on publicly available sources and should be used as guidelines only. Currency rates are not updated on a daily basis. You may choose to convert and view room rates in your local currency. However, any such rates should likewise only be used as guidelines and remain subject to currency fluctuations. Ascott does not guarantee the accuracy of any room rates.

13.6 The information and data contained in this website are of a general nature which have not been verified, considered or assessed by us in relation to the making of any specific investment, business or commercial decision. You should at all times consult your professional advisers and obtain independent verification of the information and data contained herein before making any decision based on any such information or data.

13.7 Nothing on this website shall be considered or construed as the giving of any advice in respect of, shares, stocks, bonds, notes, interests, unit trusts, property trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

13.8 To the maximum extent permitted under law, in no event shall we be liable for any damages whatsoever, whether arising in tort (including negligence), contract or otherwise, including those resulting from loss of use, data or profits arising out of or in connection with the use of the materials in this site.

## **14. MINORS**

14.1 If you use this website and/or the Services, we will assume, and you confirm, that you are 18 years of age or older or that you have the permission of your parent or legal guardian who consents to the Terms in their entirety on your behalf.

14.2 If you are the parent or legal guardian of a minor under the age of 18, you should carefully supervise your child's/ward's use of this website and/or the Services. It is the responsibility of parents or legal guardians to determine whether any part of this website or any third party sites linked to from this website is appropriate. You also agree to pay in full all sums due in connection with any order(s) or transactions (where applicable) placed by your child/ward, and to guarantee and ensure full compliance by your child/ward with the Terms and the due performance of his/her obligations hereunder.



## **15. CITADINES SA – LEGAL INFORMATION**

15.1 The information in this paragraph is with respect to Citadines SA, which owns, manages and/or franchises serviced residences and hotels under the “Citadines” brand and brands registered by The Ascott Limited group entities.

15.2 Citadines SA is a “French Société Anonyme” incorporated in France with a capital of EUR 5,000,000. Citadines is a member of The Ascott Limited group.

15.3 Sustainability : [Non-Financial-Performance-Statement](#)

Headquarters: Citadines SA - 120 rue Jean Jaurès, 92532 Levallois-Perret Cedex, France

Phone: +33 (0) 1 41 05 78 00

RCS of Nanterre 311 127 278

VAT: FR 25 311 127 278

## **16. GENERAL**

16.1 Each of the terms and conditions in these Terms is severable and distinct from one another and if at any time, any one or more of these terms and conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way and will remain in force.

16.2 The rights and remedies provided in these Terms are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).

16.3 No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right of remedy. Any waiver by us of our rights or remedies in respect of any terms under these Terms or any breach of these Terms on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

16.4 Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.

16.5 The headings in these Terms are inserted for ease of references only and shall not affect the construction of these Terms.

16.6 These Terms constitute the entire agreement between you and us concerning your use of the website.

16.7 You may not assign these Terms or any of its rights or obligations under these Terms to any Party. Save for any member of Ascott, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.

## **17. GOVERNING LAW AND JURISDICTION**

17.1 By accessing this website and obtaining the facilities, products, services or contents through this website, you agree that Singapore law (including without limitation, the provisions of the Evidence Act (Cap. 97) and the Electronic Transactions Act (Cap. 88)), shall govern such access and the

provisions of such facilities, products, services or contents, and you agree to submit to the non-exclusive jurisdiction of the Singapore courts.

You agree that our records and any records of communications, instructions made, performed, processed or effected through this website by either party, whether stored in electronic or printed form, shall be binding and conclusive evidence of such communications or instructions. You agree that such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were in electronic form or were produced by or are the output of a computer system.

## **18. TERMS OF USE OF CHATBOT**

18.1 The Chatbot feature or online chat application used on this website, including all content, applications, software, functionalities, materials, information, Third Party Content, Third Party Sites and Third Party Functionalities provided in the Chatbot feature or through your use of the Chatbot feature (the "Chatbot") is provided "as is," "with all faults" and without any warranties of any kind, express or implied. We, disclaim all warranties with respect to the Chatbot, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, merchantability of computer programs, data accuracy, system integration, and informational content.

18.2 We do not warrant or make any representations regarding the operation of the Chatbot, the use, validity, legality, accuracy or reliability of, or the results of the use of the Material and information, any Third Party Content, Third Party Sites or any Third Party Functionalities provided in the Chatbot or through your use of the Chatbot. The information may be out of date, and neither we nor our licensors make any commitment to update the Materials and information in the Chatbot. Your use of the Chatbot may be subjected to the terms and conditions and privacy policies of the respective Third Party Functionalities and it is your responsibility to review and accept their terms and conditions before using the Chatbot. The Chatbot may be used to access and transfer information over the internet; you acknowledge that neither we nor our licensors operate or control the internet.

18.3 We will not be liable for any losses or damages (including without limitation any product liability claims, claims for loss of profits, loss of use of the products or services, loss of data or any other economic losses or any consequential, incidental or exemplary losses, expenses and/or damages) that you may suffer as result of your use of the Chatbot howsoever arising whether directly or indirectly, including without limitation if the Chatbot is unavailable for any reason or if the Chatbot is unable to provide you with the information you sought or has provided information that is inaccurate, incomplete, out-of-date or does not apply to your situation.

18.4 We do not warrant that the files available for downloading, if any, will be free from infection, viruses, worms, trojan horses, or other malicious code that manifest contaminating or destructive properties. We do not warrant that the Chatbot and the software, materials, products, services or Third Party Functionalities provided in the Chatbot or through your use of the Chatbot, will be uninterrupted or error-free or that any defects in such software, materials, products, or services will be corrected.

18.5 You assume all responsibilities and obligations with respect to the use of Chatbot to achieve your intended results and you assume all responsibilities and obligations with respect to any decisions made or given as a result of the use or application of the Chatbot or any information retrieved therefrom, including those to any third party, for the content, accuracy, and review of such results.

18.6 When you interact with the Chatbot, you understand and agree that:

- (a) Any messages exchanged between us and information provided by you on the Chatbot will be collected and used in accordance with our Privacy Policy;
- (b) You will not ask the Chatbot any questions that include any personal or sensitive information, such as your gender or sexual orientation, ethnicity or country of origin, colour or race, disability, marital or family status, and religion, and you will not provide any of this information to the Chatbot;
- (c) You will not provide the Chatbot with your UserID or Password, any other login information or passwords, or other personal information and you will keep this information confidential; and
- (d) You will not submit, send, post, or publish any material through the Chatbot that may be considered by us to be abusive, defamatory, illegal, indecent, threatening, obscene, pornographic, invasive of privacy or publicity rights or otherwise harmful to others.

18.7 You are prohibited from using Chatbot for the following:

- (a) Any unlawful purpose;
- (b) Violate any applicable laws, rules and regulations, both local and international;
- (c) Infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (d) Submit false or misleading information;
- (e) Upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Chatbot;
- (f) Collect or track the personal information of others;
- (g) Spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or
- (h) Interfere with or circumvent the security features of the Chatbot.

18.8 All other terms and conditions set out in these Terms shall apply to the use of the Chatbot.

## **19. AMENDMENTS TO TERMS**

We may revise these Terms at any time by amending this page. These Terms are final and binding on all parties. If you disagree with the revised Terms, you may terminate these Terms of Use with immediate effect by choosing not to use our website and/or the Services. If you do not terminate your use of our website and/or Services, your continued access to our website and/or Services will constitute acceptance of the revised Terms.

## **20. WEBSITE INFORMATION**

20.1 This website is owned and published by The Ascott Limited (Reg. No. 197900881N), a company incorporated in Singapore with registered address at 168 Robinson Road, #30-01 Capital Tower, Singapore 068912.

## **21. CONTACT US**

21.1 If you have any feedback or enquiries relating to this website and/or the Terms, please [contact us](#).