General Terms and Conditions of Use

Last updated: July 2024

Preamble

The www.hermes.com/hk/en website (hereinafter as the "Site") is published and operated by the HERMÈS SELLIER, the parent company of the HERMÈS group. HERMÈS SELLIER granted HERMÈS ASIA PACIFIC LIMITED ("HAP") (both HERMÈS SELLIER and HAP will be collectively referred to as "we" or "us") the right to sell a selection of Hermès products over the Internet. HAP is the Hong Kong subsidiary of HERMÈS SELLIER and has its registered office at 43/F Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

The use of the Site and the purchase of any products offered on the Site are subject to these General Terms and Conditions of Use ("Terms and Conditions of Use") and the General Terms and Conditions of Sale (collectively as "General Terms and Conditions of Sale and Use") between you and HAP, as well as the Privacy Policy of this Site. The use of the Site constitutes your acknowledgment that you have read, understood and accepted without reservation these General Terms and Conditions of Sale and Use and your consent to the terms of the Privacy Policy for the Site (see "Security and Personal Data"), and that you agree to comply with them. If you do not agree to these General Terms and Conditions of Sale and Use and the Privacy Policy, you should immediately cease to access and/or use the Site.

The Site is not intended for use by minors. By accessing and/or using the Site, you represent and warrant that you are at least 18 years of age.

These Terms and Conditions of Sale and Use and the Privacy Policy may be updated at any time, and any changes will apply from the date such changes are published on the Site. The Terms and Conditions of Sale and Use and the Privacy Policy applicable at the time of using the Site are those that are applicable to you. Before using the Site every time, you should check the General Terms and Conditions of Sale and Use and Privacy Policy to ensure you understand and accept the terms that apply at that time. Your continued use of the Site after any changes to the General Terms and Conditions of Sale and Use and Privacy Policy constitute your acceptance of such change. If you do not wish to accept the revised Terms and Conditions of Use or the Privacy Policy, you should not continue to access and/or use the Site.

We also advise you to keep regularly informed of the applicable terms and conditions. You can view the applicable version of the Terms and Conditions of Use or of the General Terms and Conditions of Sale or the Privacy Policy at any time by clicking on the "Terms and conditions" and "Privacy Policy" hyperlink.

1. Security and Personal Data

The use and processing of any personal data that may be collected, supplied, provided, generated or otherwise obtained from or in relation to use of the Site are governed by the Privacy Policy. The Privacy Policy of the Site, incorporated by reference in these General Terms and Conditions of Sale and Use, sets out how the personal information you provide will be collected, held, used, stored, processed and disclosed. Where needed, HAP or HERMÈS SELLIER may modify or amend the Privacy Policy at any time as provided in the Privacy Policy.

2. Intellectual Property

All materials featured on or relating to the Site (including but not limited to photographs, drawings, diagrams, maps, designs, models, illustrations, images, sound recordings, sound tracks, films, video clips, data compilations, page layout, underlying code (including without limitation object and source codes), computer programs and/or software, texts, logos, icons, trademarks, typographical arrangements), except those within or relating to any third party websites, third party materials and/or any third party link (which rights, title and interests are retained by the third party(ies) who own(s) the respective third party websites, third party materials and/or third party links) are the exclusive property of HERMÈS SELLIER or its subsidiaries or its affiliates. You may not, by any means or process, whether in whole or in part, copy, reproduce, extract, adapt, translate, distribute, disseminate, publish, communicate, transmit, re-use, or otherwise create derivative works based on, modify or sell any such materials contained or featured on or relating to the Site. These materials are protected by intellectual property laws such as copyright or similar laws around the world. HERMÈS SELLIER and its subsidiaries and affiliates fully reserve all rights, title and interests (including without limitation all intellectual property rights) not expressly granted under these General Terms and Conditions of Sale and Use.

You may not, nor may you allow or assist any third parties to, in relation to any items, works or materials within, featured on or relating to the Site (whether in whole or in part) (i) make, communicate, issue and/or distribute copies thereof, or (ii) copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, adapt, translate or otherwise create derivate works thereof, or (iii) attempt to do any of the foregoing prohibited acts.

The "Hermès" trademark, the device trademark of a horse and carriage and all other Hermès-related trademarks and logos, and all intellectual property rights (including without limitation patents, trade marks, service marks, trade names, design rights, copyright, domain names (e.g. "Hermes.com"), database rights, rights in know-how, trade secrets, inventions, designs or processes and other intellectual property rights whether now known or created in future (of

whatever nature and wherever arising) and in each case whether registered or unregistered and including without limitation applications for the grant of any such rights and the right to claim priority) within, displayed or featured on, and/or in relation to the Site are and will remain the exclusive property of HERMÈS SELLIER and/or its subsidiaries and/or affiliates. Any reproduction, distribution, communication, transmission, dissemination, publication, translation, adaptation, modification or use of any of these trademarks or intellectual property rights for any purpose whatsoever without prior and express agreement of HERMÈS SELLIER is prohibited. You may not remove any copyright (including without limitation moral rights), trademark or other proprietary notice contained on the Site or any content contained therein.

You must not use any of the items, works, materials and/or content on our Site for commercial purposes without obtaining prior written consent or a licence from us. If you print off, copy, download, communicate, publish and/or disseminate any part of our Site in breach of these Terms and Conditions of Use, your right to use the Site will cease immediately and you must, at our request, return or permanently destroy any copies of the items, works and/or materials you have made.

You may use the Site for legal/lawful and personal purposes only. Specifically, you agree that you will not (i) use the Site, or any content, works and/or materials contained in or relating to the Site for or in connection with purposes that are, or in any manner which is, unlawful or illegal (including, but not limited to, purposes or manners which may infringe any of HERMÈS SELLIER, HAP's and/or any third party's privacy, intellectual property rights and/or other rights, or otherwise for any purposes or usage which may adversely affect HERMÈS SELLIER and/or HAP's reputation); and/or (ii) copy, extract, or otherwise exploit or use any content and/or materials contained in or relating to the Site with a view to creating or compiling any form of collection or compilation of data, directory or database.

3. Linking

The Site may contain links to third party websites or materials that are not published or controlled by us. Such links are provided as a convenience and for your information or reference only and cannot, and may not be interpreted as, an express or implied endorsement, recommendation or approval by us of such websites, their content or any business, products or services offered thereon.

You agree that we shall not be responsible or liable for the third party links, websites or any materials or content therein, or for any direct or indirect loss or damage that may arise from your use or the availability of any such third party materials, links and/or websites, and/or any actions taken by you consequent to or upon your reliance on or use of these third party materials, links and/or websites.

You agree that we shall not be liable or responsible in any way in relation to any products, services, contents and/or aspects shown and/or contained in and/or relating to any third party websites, materials and/or links, including without limitation as to their accuracy, adequacy, availability, title, completeness, timeliness, validity and/or legality, and/or any representations and/or warranties made by any third parties in respect of the same.

You may only provide a link to the Site if expressly authorized in writing by HERMÈS SELLIER and/or HAP.

4. Right to Suspend

We do not guarantee that the Site, or any materials and/or content on or relating to it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business, operational and/or regulatory reasons, or if you breach any terms of these Terms and Conditions of Use. We will try, but have no obligation, to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access the Site through your internet connection and/or electronic device are aware of these Terms and Conditions of Use and other applicable terms and conditions in connection with the use of the Site (including without limitation the General Terms and Conditions of Sale and the Privacy Policy), and that they comply with them.

5. Disclaimer of Warranty

To the fullest extent permissible under any applicable laws, we do not warrant or represent in any way (whether express, implied, statutory or otherwise), including but not limited to:

- any warranties of non-infringement, defect/fault-free, uninterrupted or secured use of the Site;

- the Site or any functions, content, materials and/or links contained in or relating to the Site will be uninterrupted, secured or is free from viruses, bugs, defects and/or faults (and that defects and/or faults will be corrected), data overwriting programs, trojan horses or other destructive material or harmful components;
- the information contained on the Site is accurate, complete or up to date.

The Site may contain technical inaccuracies or other defects and we do not warrant that such defects will be corrected. The Site and its contents are provided on an "as is" and "as available" basis. We expressly disclaim all guarantees, representations and/or warranties of any kind (whether expressed, implied, statutory or otherwise), including without limitation those regarding:

- the operation, features and functionalities of or relating to the Site;

- the usual conditions of use of the Site or other content, materials or information included or provided on or relating to the Site;

- the validity, accuracy, reliability, adequacy, timeliness, availability, usefulness and/or completeness of the Site or the results of use of or otherwise in respect of the Site, or of any content, materials, links, products or services listed or other materials or information included or provided on or relating to the Site for a usual or specific use, or any other sites linked to the Site (including but not limited to any third-party content, websites, materials, and/or links);

- its the quality or compliance of the Site and/or any content, materials, links, products or services on or relating to the Site with any statutory provisions or any laws or regulations,

- your the ability to access or use any or all of the foregoing.

This disclaimer and exclusion of guarantees, representations and/or warranties shall apply to the fullest extent permitted by law. You agree that we shall not be responsible or liable in any way for any direct, indirect, special, incidental or consequential losses and/or damage suffered by you or any third party arising therefrom or in connection therewith. You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software at your own costs and expense. You must not use or otherwise misuse the Site by knowingly introducing, transmitting or uploading viruses, trojans, worms, bugs, logic bombs, time bombs, bots, or other code, software or material that is malicious or technologically harmful, destructive or disruptive. You must not attempt to gain unauthorised access to, break into, or trespass the Site, the server on which the Site is stored or any server, computer, database or information relating to or in connection with the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may incur liability under applicable law, and we reserve the right to report any such breach to the relevant law enforcement authorities and/or to take action against you.

All content, products and services, and any other materials and information provided in the Site are intended for general information purposes only. No part of the Site is intended to constitute any advice or suggestion. You shall carry out independent judgment when using the Site, its content, products and services and other materials and information included or provided therein.

6. Limitation of Liability

Under no circumstances (including, but not limited to, negligence, omission or default) shall HERMÈS SELLIER and/or HAP and/or its subsidiaries or and/or affiliates be responsible or liable to you or any third party for any direct or indirect, incidental, exemplary, special or consequential damages, costs or expenses (including but not limited to legal expenses) of any character, nature or kind whatsoever, whether foreseeable or otherwise, (including without limitation, loss of profits or other indirect losses, business interruption or loss of information or data) arising out of, from or otherwise in connection with the operation of the Site and/or your use or inability to use the Site, whether based on breach of contract, tort (including but not limited to negligence), product liability or otherwise, even if HERMÈS SELLIER and/or HAP or any of their representatives have been advised of the possibility of any such damages. You should be aware that any access to or use of the Site and any information, contents and materials therein (including but not limited to the content and/or any third-party websites, materials and/or links) are at your own risk. This limitation of liability shall apply to the fullest extent permitted by law.

Nothing in these Terms and Conditions of Use shall exclude or limit HERMÈS SELLIER and/or HAP' s liability for death or personal injury caused by HERMÈS SELLIERL and/or HAP' s negligence, or for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

You agree to fully indemnify and on demand, defend and hold harmless HERMÈS SELLIER and/or HAP, together with the respective agents, officers, directors, employees, representatives and/or suppliers, from and against all claims, liabilities, damages, losses, demands, costs and expenses (including without limitation all legal fees and expenses), that may be incurred or suffered by us and/or any of the foregoing parties (whether directly or indirectly) arising out of, caused by, relating to and/or otherwise in connection with any breach of these Terms and Conditions of Use by you, including without limitation any breaches arising from your access to or use of the Site or any of its content, materials and/or services, as well as the use by any other person accessing the Site using your personal data.

7. No Text or Data Mining, Bot Access or Web Scraping

You shall not conduct, facilitate, launch, assist, authorise, use, support, develop or permit any text or data mining or web scraping or any automated access or any similar activities in relation to our Site or any services provided via, or in connection with, the Site. This includes without limitation using (or facilitating, assisting, permitting, authorising or attempting the use of):-

- Any "robot", "bot", "spider", "scraper", "crawler" or other automated device, program, system, tool, algorithm, code, scripts, software, or other means or process or

methodology to access, scan, scrape, crawl, obtain, copy, monitor or republish any portion of the Site or any data, object and/or source code (including but not limited to HTML source), content, materials, information or services contained in, relating to or in connection with the Site.

- Any automated analytical technique aimed at analysing text and data in digital form to generate information which include but is not limited to patterns, trends and correlations.

This term shall apply to the extent that we are able to exclude or limit text or data mining or bot access or web scraping activity or automated access by contract under applicable laws.

You acknowledge and agree that you shall not access and/or use the Site and/or its underlying object and/or source code (including but not limited to HTML source) via any automated means, or in any manner that breaches any terms of the General Terms and Conditions of Sale and Use. You also agree and acknowledge that you, as a visitor of the Site, shall not assist, procure and/or induce any person or entity to (i) breach any term of the General Terms and Conditions of Sale and Use and/or (ii) otherwise circumvent any access restrictions imposed by HERMÈS SELLIER and/or HAP in relation to the Site.

8. Governing law and Jurisdiction

These Terms and Conditions of Use shall be governed by and construed in accordance with Hong Kong law. You agree to submit to non-exclusive jurisdiction of the Hong Kong Courts. These Terms and Conditions of Use are drafted in English.

9. Miscellaneous

Waiver: The failure of HERMÈS SELLIER and/or HAP to exercise or enforce any right or term of these Terms and Conditions of Use will not constitute a waiver of such right or provision. Any waiver of any term of these Terms and Conditions of Use will be effective only if in writing and signed by HERMÈS SELLIER and/or HAP.

Severability: If any provision or part-provision of these Terms and Conditions of Use shall be held by any court or competent authority to be unlawful, void or unenforceable, in whole or in part, such provision (or parts thereof) shall, to the extent required, be severed from these Terms and Conditions of Use without affecting the validity or enforcement of the remaining provisions (or parts thereof) of these Terms and Conditions of Use.

Assignment: These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by HERMÈS SELLIER and/or HAP without restriction.

Entire Agreement: This is the entire agreement between you and HERMÈS SELLIER and/or HAP relating to the use of the Site and will not be modified except by a change to these Terms and Conditions of Use by HERMÈS SELLIER and/or HAP.

Third Parties: Except for HERMÈS SELLIER, HAP and their respective subsidiaries and/or affiliates (if applicable), any person who is not a party to this Agreement shall have no right to enforce any of the provisions hereunder under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). For any rights conferred on third parties by these Terms and Conditions of Use, their consent is not required to rescind or vary these Terms and Conditions of Use.