General Terms and Conditions of Use

Last updated: August 2024

Preamble

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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.

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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:

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- 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.

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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 Macau law. These Terms and Conditions of Use are drafted in English.

In the event of a dispute arising out of or in connection with these Terms and Conditions of Use, either party may use mediation procedure or any other alternative procedure for settlement of a dispute. Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions of Use which cannot be resolved within thirty (30) days after the commencement of the discussion, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the World Trade Center Arbitration Centre (WTCAC) under the WTCAC Arbitration Regulation in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Macau law. The seat of arbitration shall be Macau. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

HERMÈS SELLIER and HAP reserves the right to seek and obtain injunctions or orders, or such other form of relief (including specific performance or monetary damages if appropriate) as may be proper under applicable laws, in any court of competent jurisdiction, to protect its rights hereunder.

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

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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.