

# Asia Miles Members' Voice User Agreement

This user agreement ("Agreement") is an agreement between you and Asia Miles Limited ("Asia Miles") which governs your use of the 'Asia Miles Members' Voice' online community website ("Website"), including without limitation participation in its surveys, forums and live chats.

Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with the terms of this Agreement. Asia Miles reserves the right to modify this Agreement from time to time; the date of the most recent revisions will appear on this page. Your continued access of the Website will constitute your acceptance of any changes or revisions to the Agreement.

In addition to this Agreement, you will comply with all supplementary rules and policies applicable to the Website, either posted on the Website or which otherwise may be provided to you from time to time. Such supplementary rules and policies are hereby incorporated by reference into this Agreement.

## Personal information

Any personal information or material you provided pursuant to your use of the Website are subject to our policy on privacy and protection of personal data set out in the **Asia Miles Customer Privacy Policy** available at [https://en.asiamilesmembersvoice.com/MediaServer/documents/Legal/Asia%20Miles%20Customer%20Privacy%20Policy%20\(EN\).pdf](https://en.asiamilesmembersvoice.com/MediaServer/documents/Legal/Asia%20Miles%20Customer%20Privacy%20Policy%20(EN).pdf)

## Use of Website

- A. You agree that all your Registration Information (e.g. password, User Id etc) is accurate and up-to-date.
- B. If any of your Registration Information changes, you will contact the Website co-ordinator at [support@asiamilesmembersvoice.com](mailto:support@asiamilesmembersvoice.com) to update your Registration Information.
- C. Unless otherwise specified, the Website is intended for your personal, non-commercial use only. You may not authorize others to use the Website.
- D. Any non-personal communication or material you transmit, including questions, comments, suggestions or the like will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of Asia Miles and may be used for any purpose.
- E. We reserve the right to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice.
- F. You may not modify, copy, reproduce, republish, upload, post, display, perform, license, create derivative works from, transmit or distribute in any way any material, including code and software, from the Website.
- G. We are not responsible if the information available on this Website is not accurate or complete. Nor do we endorse or agree with the comments, opinions, or statements posted on this Website. Any reliance upon the material on this Website shall be at your own risk. You agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others. Your use of such information will be entirely at your own risk.
- H. The Website is not intended for users under the age of 18, and Asia Miles does not knowingly collect personally identifiable information from users under the age of 18.
- I. You agree not to use any vulgar, obscene, indecent, or offensive language or to place on the Website any material that is defamatory, tortuous, libellous, invasive of another's privacy, abusive, harassing, racist, or hateful. You also agree not to stalk, harass, threaten any other individual or engage in other disruptive conduct in connection with your use of this Website. You agree to use this Website only for lawful purposes.
- J. You are responsible for ensuring that any material you provide on this Website does not violate copyright, trademark, or other personal or proprietary rights of any third party. You hereby grant to Asia Miles a perpetual, irrevocable, worldwide, royalty free, non-exclusive and fully sub-licensable right and license to use, reproduce, distribute, publicly perform, publicly display and create derivative works of all non Asia Miles-owned materials that you post or upload or send to Asia Miles through the Website ("Submissions") and such foregoing rights include the right to distribute such Submissions in any form, medium or technology now known or later developed. In addition, you warrant that all so-called moral rights in the Submissions have been waived. Furthermore, by posting or uploading any Submissions, you represent and warrant that you own, control or otherwise have all the rights, including intellectual

property rights necessary to do so and to grant to Asia Miles the license set forth in the preceding sentence. No compensation will be paid with respect to the use of your Submission, as provided herein. Asia Miles is under no obligation to post or use any Submission you may provide and Asia Miles may remove any Submission at any time in its sole discretion.

- K. In addition to the warranty and representation set forth above, by posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted hereunder, and (b) that each person depicted in such Images, if any, has provided consent to the use of the Images as set for the hereunder, including by way of example and not as a limitation, the distribution, public display and reproduction of such Images. By posting Images, you are granting to Asia Miles permission to use your Images in connection with the purpose of this Website, a non-exclusive, world-wide, royalty-free license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of Asia Miles.
- L. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way. Consequently, you agree not to upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may damage the operation of another's computer or property of another.
- M. The Website may provide links to other World Wide Web sites or resources. Because Asia Miles has no control over such sites and resources, you acknowledge and agree that Asia Miles is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

If you do not follow these terms, whether listed below or in bulletins posted at various points in the Website, then we reserve the right to suspend or terminate your access to the Website.

#### **Confidentiality and Non-disclosure Agreement**

You agree not to disclose, copy, use, directly or indirectly offer for sale, or disclose to any third party, any Confidential Information disclosed by Asia Miles. This will be marked "Confidential Information" or with a similar legend and includes proprietary information, processes and technology related to future product or service concepts reviewed and tested in online or offline surveys or discussions.

#### **Indemnification, disclaimer of warranty and limitation of liability**

You agree to indemnify Asia Miles and to defend and hold Asia Miles harmless, from any and all claims and liabilities which may arise from your Submissions or your use of the Website. You acknowledge that you are using the Website at your own risk. The Website is provided "as is", and Asia Miles and its affiliates hereby expressly disclaim any and all warranties. Asia Miles and its affiliates shall not be liable to you or any third parties for any damages allegedly sustained arising out of this agreement, or the providing of the Website.

#### **Entire Agreement**

This Agreement constitute the entire agreement between you and Asia Miles with respect to your use of this Website, superseding any prior agreements, whether written or oral, between you and Asia Miles regarding the subject matter hereof.

#### **Waiver**

The failure of Asia Miles to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

#### **No Assignment or Transfer**

You agree that any Asia Miles registration with this Website is non-transferable and this Agreement is non-assignable.

#### **Severability**

If any clause or provision set forth in this Agreement is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

**Language**

In case of any discrepancy between the English version and any translated version of this Agreement, the English version shall prevail.

**Cookies**

Asia Miles may utilize a standard technology called "Cookies" to collect information about how the Website is used. Asia Miles may use Cookies or other technology to help us authenticate you, recognize your user attributes, and facilitate your navigation throughout the Website.

Cookies cannot retrieve any other data from your hard drive or obtain your email address. Cookies are not viruses and, therefore, do not represent any danger for your computer or any other device used to access this Website.