

Hospiria Website Terms of Use

1 About our terms

- 1.1 These terms and conditions of use (the “**Terms**”) explain how you may use this website and any of its content (the “**Site**”). These Terms apply between Hospiria Ltd (“**we**”, “**us**” or “**our**”) and you, the person accessing or using the Site (“**you**” or “**your**”).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 The Site is provided by us to you free of charge for information purposes only.
- 1.4 If you order any services from the Site, separate terms and conditions will apply and will be presented to you at the point of ordering such services.

2 About us

- 2.1 We are Hospiria Ltd, a company registered in England and Wales under company registration number 13639351. Our registered office is at The Lightbulb, 1.15 Filament Walk, Wandsworth, London SW18 4GQ. Our VAT registration number is GB413203651.
- 2.2 If you have any questions about the Site, please contact us by sending an email to:

queries@hospiria.com.

3 Using the site

- 3.1 The Site and the digital content are provided “as is” and to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or our digital content, whether express or implied. In particular (but without limitation) we exclude any warranty as to the reliability or accuracy of any of the digital content.
- 3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.3 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4 As a condition of your use of the Site, you agree to comply with our **Acceptable Use Policy** which can be found after this Website Terms of Use Policy below, and agree not to:
 - 3.4.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or

- 3.4.2 attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.
- 3.5 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

4 Account registration and password security

- 4.1 Use of the Site may require registration, particularly in order to access restricted areas of the Site like your account pages.
- 4.2 We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our **Privacy Policy** available at <https://www.hospiria.com/pdfs/hospiria-platform-privacy-policy.pdf>.
- 4.6 You acknowledge that we have no general obligation to monitor the use of the Site and verify information provided by you and other users of the Site, but we have the right to review, disable access to, remove, or edit content in your account in order to: (i) operate, secure and improve the Site (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure compliance with these Terms (and any additional booking terms); (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address content that we determine is harmful or objectionable; (v) take actions set out in these Terms. Where we remove or disable content, we will notify you and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Site users or third parties, or (iii) contravene applicable laws. You agree to cooperate with and assist us in good faith, and to provide us with such information and take such actions as may be reasonably requested by us with respect to any investigation undertaken by us regarding the use or abuse of the Site.

5 Infringing content

- 5.1 We will use reasonable efforts to:
- 5.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
- 5.1.2 identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of our Acceptable Use Policy

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

- 5.2 If you believe that any content which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

6 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at <https://www.hospiria.com/pdfs/hospiria-platform-privacy-policy.pdf>, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

7 Ownership, use and intellectual property rights

- 7.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (“**Content**”) are owned by us and our licensors.
- 7.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 7.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- 7.4 Trade marks: Hospiria and the Hospiria logo are our trade marks. Other trade marks and trade names may also be used on the Site or in the Content. Use by you of any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission.
- 7.5 All Content is the property of Hospiria. The downloading, reproduction, or retransmission of any Content, other than for non-commercial individual use, is strictly prohibited.

8 Submitting information to the site

- 8.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 8.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9 Accuracy of information and availability of the site

- 9.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 9.2 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 9.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.
- 9.4 The Site may contain technical inaccuracies and typographical errors. We assume no responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honour information affected by such inaccuracies. We reserve the right to make changes, corrections, cancellations and/or improvements to the Site and any Content, and to the products described in them, at any time without notice.
- 9.5 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

10 Hyperlinks and third-party sites

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that third party's website, products or services. If you choose to leave the Site via links to other third-party websites, including those of advertisers, these Terms and our Privacy Policy will no longer apply. We are not responsible for the terms of service or privacy policies of those third-party websites or the cookies or other tracking technologies they use, and your use of them may be governed by the terms and conditions of that third-party site and is at your own risk. In addition, because we have no control over such third-party sites and resources, you acknowledge and agree that we are not responsible for the availability of such third-party sites or resources, and that we do not endorse or are responsible or liable for any content, advertising, products, or other materials on or available from such third-party sites or resources.

11 Our responsibility to you

- 11.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 11.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

11.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

12 Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

13 No third party rights

No one other than us or you has any right to enforce any of these Terms.

14 Variation

14.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 14.

14.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

15 Complaints

15.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

15.2 If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (“**ADR**”). ADR is a process for resolving disputes between you and us that does not involve going to court.

15.3 You can submit your dispute to the London Court of International Arbitration (“**LCIA**”) (such arbitration to also be administered by the LCIA in accordance with those rules) by going to <https://www.lcia.org>.

15.4 If you do not wish to use ADR, you can still bring court proceedings.

15.5 The laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

15.6 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

Hospiria Website Acceptable Use Policy

1 About this policy

- 1.1 Together with our Website Terms of Use [*above*], this Acceptable Use Policy (the “**Policy**”) governs how you may access and use this website and all associated web pages (the “**Site**”).
- 1.2 You should read this Policy carefully before using the Site.
- 1.3 By using the Site or otherwise indicating your consent, you agree to be bound by this Policy, which supplements our Website Terms of Use. If you do not agree with or accept any part of this Policy, you should stop using the Site immediately.
- 1.4 If you have any questions about this Policy, please contact us using the contact details provided in our Website Terms of Use.
- 1.5 In this Policy:

“**we**”, “**us**” or “**our**” means Hospiria Limited, company registration number 13639351 with VAT registration number GB413203651 and whose registered office is at The Lightbulb, 1.15 Filament Walk, Wandsworth, London SW18 4GQ, and our group companies from time to time; and

“**you**” or “**your**” means the person accessing or using the Site or its content.

2 Acceptable use

We permit you to use the Site only for business purposes and primarily for accessing information about our services. Use of the Site in any other way, including any unacceptable use set out in this Policy, is not permitted.

3 Unacceptable use

- 3.1 As a condition of your use of the Site, you agree not to use the Site:
 - 3.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Policy or our Website Terms of Use;
 - 3.1.2 to commit any act of fraud;
 - 3.1.3 to distribute viruses or malware or other similar harmful software code;
 - 3.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 3.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (‘phishing’);
 - 3.1.6 in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
 - 3.1.7 in any manner that harms minors;

- 3.1.8 to promote any unlawful activity;
 - 3.1.9 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - 3.1.10 to gain unauthorised access to or use of computers, data, systems, accounts or networks;
or
 - 3.1.11 to attempt to circumvent password or user authentication methods.
- 3.2 You agree that you will not use any device or software to interfere or attempt to interfere with the proper working of the Site, or the platform and/or the services available via it, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you are not authorised to use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy the Site, the platform, the services, or the content and information contained within it, or any aspect of any of them, without our prior express consent.
- 3.3 You agree that you will use the Site legitimately and in good faith for use by you and your authorised users only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites.

4 Bulletin boards, chat rooms and other interactive services

- 4.1 We may make bulletin boards, chat rooms or other communication services ("**Interactive Services**") available on the Site which allow you to provide a rating and review Hospiria, and these Terms govern your provision and posting of reviews, including your submission of stories, photographs, videos or other information (collectively "**Submissions**").
- 4.2 By submitting any Submission, you accept our Website Terms of Use as updated from time to time and agree to follow this Acceptable Use Policy.
- 4.3 We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material ("**Submissions**") submitted to our Interactive Services. Where we do monitor or moderate Submissions, we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.4 We may remove or edit any Submission to any of our Interactive Services whether they are moderated or not.
- 4.5 Any Submission you make must comply with our Submission standards set out in clause 5 below.
- 4.6 By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, and on any other websites operated by us, indefinitely.
- 4.7 You further irrevocably waive any moral rights or other rights with respect to attribution of authorship or integrity of materials regarding any Submission that you may have under any applicable law.
- 4.8 For any Submission, you represent and warrant that:

- 4.8.1 you have all rights necessary to grant the licence set out above to us (including without limitation rights in any musical compositions and/or sound recordings embodied or embedded in the Submission);
 - 4.8.2 all individuals appearing in the Submission have given their consent to our use of the Submission for any lawful purpose;
 - 4.8.3 you recently used the Hospiria Site for which you are providing a review, are the sole author of and owner of the intellectual property rights in the Submission and shall be fully responsible for such Submission;
 - 4.8.4 you are at least the age of majority in the jurisdiction in which you reside;
 - 4.8.5 the Submission does not contain any confidential information, is not false, inaccurate or misleading;
 - 4.8.6 the Submission does not contain personally identifiable information of any person other than you (including any Hospiria representative), including first and last name, username containing first and last name, email address, physical address, or phone number;
 - 4.8.7 the Submission does not criticise other posted stories or their authors;
 - 4.8.8 the Submission, and our use of it:
 - (a) does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or otherwise violate the rights of any third party;
 - (b) does not contravene any law, statute, ordinance or regulation;
 - (c) is not, and may not reasonably be considered to be, obscene, abusive, threatening, indecent, defamatory, libellous, hateful, racially or religiously biased or otherwise offensive;
 - 4.8.9 the Submission does not contains advertisements, "SPAM" or references to other services, products, offers or websites; and
 - 4.8.10 the Submission does not contain any computer viruses, worms or other potentially damaging computer programs or files.
- 4.9 You agree that:
- 4.9.1 you shall have no right of confidentiality in any Submission and we shall have no obligation to protect a Submission from disclosure; and
 - 4.9.2 we shall be free to use any ideas, concepts, know-how, content or techniques contained in any Submission for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.
- 4.10 You agree to pay us in full for all costs, claims, liabilities or expenses (including but not limited to legal costs and expenses) suffered by us as a result or in connection with your breach of the representations and warranties set out above, your breach of any law or the rights of a third party, or any Submission by you in breach of these Terms of Use.

5 Submission standards

- 5.1 Any Submission you make to our Interactive Services and any other communication to users of our Site by you must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.
- 5.2 In particular, any Submission or communication by you must be:
- 5.2.1 your own original work and lawfully submitted;
 - 5.2.2 factually accurate or your own genuinely held belief;
 - 5.2.3 provided with the necessary consent of any third party;
 - 5.2.4 not defamatory or likely to give rise to an allegation of defamation;
 - 5.2.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
 - 5.2.6 unlikely to cause offence, embarrassment or annoyance to others.

6 Linking and framing

- 6.1 You may create a link to our Site from another website without our prior written consent provided no such link:
- 6.1.1 creates a frame or any other browser or border environment around the content of our Site;
 - 6.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
 - 6.1.3 displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or
 - 6.1.4 is placed on a website that itself breaches this Policy.
- 6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

7 Using our name and logo

You may not use our trade marks, logos or trade names except in accordance with this Policy and our Website Terms of Use. Where we give permission to use our trade marks, logos or trade names, you shall do so only in accordance with our brand guidelines, which will be provided to you on request and which may be updated from time to time.

8 Breach

We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions or any other communication to users of our Site by you to law enforcement authorities or take any action we consider necessary to remedy the breach.