



# **MyLeisureAdvisor**

Hong Kong

## **Terms of Use**

(Last updated September 14, 2022)

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### **1. Acceptance**

Welcome to the My Leisure Advisor Limited website located at <https://myleisureadvisor.com> together with any materials and services available therein, and successor site(s) thereto, (the “Site”), which is operated by My Leisure Advisor Limited (“My Leisure Advisor” or “we” or “us”). These Terms of Use (“Terms”) state the terms and conditions governing your use of and access to the Site and constitute a legally binding contract between you and My Leisure Advisor Limited. These Terms incorporate any additional terms and conditions posted by My Leisure Advisor Limited through the Site, or otherwise made available to you by My Leisure Advisor Limited.

**PLEASE REVIEW THESE TERMS CAREFULLY. YOUR ACCESS TO AND/OR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF, AND CONSENT TO BE BOUND BY, THESE TERMS. IF YOU DO NOT ACCEPT AND CONSENT TO BE BOUND BY THESE TERMS, THEN YOU MUST NOT USE OR ACCESS THE SITE.**

We may change these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes.

The “Last Updated” date above indicates when these Terms were last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); or offer opportunities to some or all Site users.

### **2. Eligibility**

By using the Site, you affirm that you are of legal age to enter into these Terms. If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization”), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. References to “you” and “your” in these Terms will refer to both the individual using the Site and to any such Organization.

The Site is controlled or operated (or both) from the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”). The Site may not be appropriate or available for use in some non-Hong Kong jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

### **3. License**

Subject to and conditioned on your compliance with these Terms, My Leisure Advisor Limited grants you and your organization a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the Site, and to download copies of the materials that we make available for download on the Site, in each case solely for your legitimate non-competitive and non-commercial use.

The Site, including all content, information, spreadsheets, data, and materials incorporated into or made available through the Site, is the exclusive property of My Leisure Advisor Limited or its suppliers, and is protected by

applicable law. You agree not to access or use the Site, or any content, information, or materials incorporated into or made available through the Site, except as expressly permitted under these Terms.

All trademarks, service marks, and logos displayed on the Site (the “Marks”) are the exclusive property of My Leisure Advisor Limited or their respective third-party owners. Except for your right to view Marks on our Site, you are not granted any rights to the Marks. Nothing in the Site grants, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Site.

#### 4. User submitted materials

The Site includes functionality to enable you to upload your résumé and/or other employment and career related information, and may also enable you to submit comments and materials through interactive features such as message boards and other forums, and chatting, commenting and other messaging functionality (all such résumés, information, comments, and materials are “Submitted Materials”). For clarity, you retain ownership of your Submitted Materials. You hereby grant My Leisure Advisor Limited a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Submitted Materials, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Site or otherwise, such Feedback will be deemed Submitted Materials, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place My Leisure Advisor Limited under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submitted Materials, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or infringe upon any right of any third party.

You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding your Submitted Materials that you may have under any applicable law under any legal theory.

My Leisure Advisor Limited may (but has no obligation to) screen, monitor, evaluate and remove any Submitted Materials at any time and for any reason, or analyze your access to and use of the Site. We may disclose non-personally identifying information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

For clarity, certain information that you provide to My Leisure Advisor Limited through the Site may also be governed by My Leisure Advisor Limited’s Privacy Notice, located at [<https://myleisureadvisor.com/pdf/privacy-notice.pdf>] (the “Privacy Notice”). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

#### 5. Rules of conduct

In connection with the Site, you agree **NOT** to:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially

harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").

- Use the Site for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without My Leisure Advisor Limited's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, My Leisure Advisor Limited grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. My Leisure Advisor Limited reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

## 6. Account and password

You may need to register for an account to use portions of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. You, and not My Leisure Advisor Limited, are responsible for any use or misuse of your user name or password. In particular, it is your sole responsibility to (a) maintain the confidentiality of your user name and password; (b) frequently update and revise your password; and (c) promptly notify My Leisure Advisor Limited if there is any unauthorized use of your account or any breach of security.

## 7. Third party materials

The Site may make available or provide links to third party websites, content, or information ("Third Party Materials"). My Leisure Advisor Limited does not control, and is not responsible for, any Third-Party Materials and the availability of any Third-Party Materials on the Site does not imply endorsement of, or affiliation with the provider of Third-Party Materials. Your use of Third-Party Materials is at your own risk.

## 8. Indemnification

You agree to indemnify, defend, and hold harmless My Leisure Advisor Limited and its affiliates, officers, directors, agents, and employees from any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to your access to or use of, or activities in connection with, the Site (including any Submitted Materials), or your violation or alleged violation of these Terms or the Privacy Policy.

## 9. Disclaimer

**THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND MY LEISURE ADVISOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-**

## **INFRINGEMENT, AND TITLE, AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.**

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, accurate or secure, or that access to the Site will be uninterrupted. Third parties could make unauthorized alterations to the Site and the Site may include inaccuracies, errors and materials that violate or conflict with these Terms.

Further, without limiting the foregoing, My Leisure Advisor Limited (a) does not guarantee that you will receive any employment or job offers through the Site; and (b); is neither your employer nor your agent based solely on your usage of the Site.

### **10. Limitation of liability**

**TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MY LEISURE ADVISOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMITTED MATERIALS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMITTED MATERIALS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MY LEISURE ADVISOR WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY THIRD-PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF MY LEISURE ADVISOR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE US\$100.**

**YOU UNDERSTAND AND AGREE THAT THE SITE AND ITS MATERIALS ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR, AND WAIVE ANY CLAIM AGAINST MY LEISURE ADVISOR, ITS PARENTS, AND SUBSIDIARIES, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES FOR ANY LOSS, DAMAGE AND EXPENSE (OR CLAIM THEREOF) RESULTING FROM YOUR USE OF THE SITE AND ITS MATERIALS. YOU AGREE THAT THE AVAILABILITY OF THE SITE AND ITS MATERIALS SHALL NOT BE CONSTRUED AS THE RENDERING OF ANY TAX, LEGAL, ATTEST, ACCOUNTING, AUDITING OR OTHER PROFESSIONAL, SERVICES OR ADVICE.**

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

### **11. Termination**

My Leisure Advisor Limited may terminate or suspend your access to the Site at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension:

- a) your right to access and use the Site will immediately cease;
- b) My Leisure Advisor Limited may immediately deactivate or delete your user name, password and account;
- c) My Leisure Advisor Limited will be under no obligation to maintain or provide you with access to any materials associated with your account (including Submitted Materials), and may retain or delete such materials in My Leisure Advisor Limited's sole discretion; and
- d) except for the license granted to you to access and use the Site, the remaining provisions of these Terms will survive and continue in effect.

## 12. Governing law - jurisdiction

These Terms are governed by and will be construed in accordance with the laws of the Hong Kong, without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the federal and state courts located in Hong Kong, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

## 13. Information or complaints

If you have a question or complaint regarding the Site, please send an e-mail to [info@myleisureadvisor.com](mailto:info@myleisureadvisor.com). You may also contact us by writing to:

My Leisure Advisor Limited  
Attn: Privacy Officer  
Unit C, 8/F King Palace Plaza,  
No.55 King Yip Street,  
Kwung Tong, KLN, Hong Kong

Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

## 14. General

These Terms do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and My Leisure Advisor Limited. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision.

All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms will be construed as if followed by the phrase "without limitation." These Terms, including any terms and conditions incorporated herein, constitute the entire agreement between you and My Leisure Advisor Limited relating to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and My Leisure Advisor Limited relating to such subject matter. Notices to you (including notices of changes to these Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. My Leisure Advisor Limited will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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### **My Leisure Advisor Limited**

Unit C, 8/F King Palace Plaza, No.55 King Yip Street, Kwung Tong, KLN, Hong Kong  
Phone: +852 2592 5816 - Email: [info@myleisureadvisor.com](mailto:info@myleisureadvisor.com)  
[myleisureadvisor.com](http://myleisureadvisor.com)