

## **THE KNUTSFORD COURT HOTEL WEBSITE TERMS AND CONDITIONS OF USE**

**IMPORTANT! THIS IS A BINDING LEGAL AGREEMENT (this "Agreement"). PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.** This Agreement governs your use of this site (collectively, the "website") and is by and between The Knutsford Court Hotel (referred to herein as "we", "us", or "our") and you, on behalf of yourself and the buyer, member or supplier for which you have registered ("you").

By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, the services or functions offered in or by the Site and/or the contents of the Site in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. **If you do not agree to each and all of these terms and conditions please do not use the Site and leave the Site immediately.**

This web site is operated by The Knutsford Court Hotel, an independent hotel operating in the Jamaican hospitality industry. Users of the services offered on The Knutsford Court Website (the Website) agree to be bound by these terms and conditions.

### **Jurisdiction**

These terms and conditions shall be governed by the laws of Jamaica and is subject to the exclusive jurisdiction of the courts of Jamaica.

Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and condition.

### **Intellectual Property**

The Knutsford Court Hotel is the owner of all intellectual property rights in and is the owner or licensor of all intellectual property rights in the Website. For the purposes of this Agreement, Intellectual Property Rights includes all vested contingent and future rights of copyright, trademark, design and other proprietary information including, but not limited to, text, photo, graphics, music and sound under the laws of any governmental authority, domestic or foreign including all applications and registrations relating to any of the foregoing.

User may download copyrighted material for personal use **ONLY and** may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. No copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of The Knutsford Court Hotel.

## **CONTENT LINKED TO THE SITE**

We do provide from time to time links to other sites we think may be of interest to you. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control.

We reserve the right to disable links from any third party sites to the Site.

We make no representations concerning the content of sites listed in any of the Site's directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to a Site.

Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

### **Disclaimer of Liability and Damages**

EVERY EFFORT HAS BEEN MADE TO OFFER THE MOST CURRENT AND ACCURATE INFORMATION POSSIBLE ON THE WEBSITE. NEVERTHELESS, INACCURACIES AND ERRORS MAY OCCUR. IN PARTICULAR, BUT WITHOUT LIMITING ANYTHING HEREIN THE KNUTSFORD COURT HOTEL DISCLAIM ANY RESPONSIBILITY FOR ERRORS AND INACCURACIES THAT MAY BE CONTAINED ON THE WEBSITE OR ARISING OUT OF ANY USER'S DECISION OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON INFORMATION FURNISHED ON OR THROUGH THE WEBSITE.

THE KNUTSFORD COURT HOTEL SHALL NOT BE LIABLE TO USERS OF THE WEBSITE FOR THIRD PARTY SERVICES ACCESSIBLE THROUGH THE WEBSITE AND SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST

BUSINESS, ARISING FROM USE OF THIS SITE, OR USE OF SERVICES AVAILABLE ON THIS SITE.

NEITHER THE KNUTSFORD COURT HOTEL NOR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS WARRANT THAT THIS WEBSITE, ITS SERVICES OR ANY E-MAIL SENT FROM KNUTSFORDCOURT.COM ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. THE KNUTSFORD COURT HOTEL ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT USERS COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF USERS ACCESS TO DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE WEBSITE.

### **Taxation**

The services offered via this website are subject to General Consumption Tax imposed by the Government of Jamaica and are subject to any changes made by the Government of Jamaica.

### **Relationship**

Users agree that no joint venture, partnership, employment, or agency relationship exists between them and The Knutsford Court Hotel as a result of this agreement or use of this Website.

### **Privacy**

The Knutsford Court Hotel respects the privacy of Users of the Website and only collects information voluntarily provided by Users. Information voluntarily provided is used solely to facilitate the provision of services to be accessed by Users.

### **Headings**

The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

### **Severability**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

### **Modification of these terms & conditions**

The Knutsford Court Hotel may at any time modify these terms and conditions and the users continued use of this Website will be conditioned upon the terms and conditions in force at the time of their use.