

# CRYSTAL CORPORATE WEBSITE AND SYSTEMS TERMS & CONDITIONS

Crystal Corporate is a travel management company providing corporate travel management services for business professionals. We are registered in England and Wales under company number 02114691 and have our registered office at 40-42 Riding House Street, London W1W 7ES. Our online services are provided through our website, <a href="www.crystal-corporate.com">www.crystal-corporate.com</a> (the Site"), which is operated by Moresand Limited T/A Crystal Corporate Limited ("Crystal Corporate", "we").

These terms and conditions (the "**Terms**") also refer to other additional terms which also apply to your use of our site. Please also see our:

• the Privacy Notice; and Cookie Policy

By using our Site, you accept the Terms set out herein and the above policies.

## **ACCESS TO THE SITE**

This Site is made available free of charge and access is permitted on a temporary basis. Crystal Corporate does not guarantee that the Site, or any content on it, will always be available or be uninterrupted, but we will try to give you as much reasonable notice of any suspension or withdrawal of the Site. Crystal Corporate may suspend, withdraw, discontinue or change all or any part of the Site without notice. Crystal Corporate will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary regarding your access to the Site, including ensuring that all persons who access the Site through your internet connection are aware of these Terms (and any other applicable policies) and that they comply with them.

#### **UPDATES TO THE SITE**

Crystal Corporate may update the Site and its content at any time, without notice. Please therefore ensure that you regularly check these Terms to ensure that you understand the applicable Terms that apply at the time.

Crystal Corporate does not guarantee that the Site, or any content on it, will be free from errors or omissions.

#### PASSWORD RESTRICTED AREAS OF THE SITE

If you are provided with an account and a password to access the Crystal Corporate client travel portal and/or any other restricted area of the Site (either being a "Restricted Area"), you must treat such information as confidential. You must not disclose it to any third party. Unauthorised individuals attempting to access a Restricted Area may be subject to prosecution.

Crystal Corporate has the right to disable an account if, in Crystal Corporates reasonable opinion, you have failed to comply with any of the provisions of these terms and conditions.

If you know or suspect that anyone other than you has access to your account or knows your account details, you must notify Crystal Corporate as soon as reasonably practicable at <a href="mailto:it@crystal-corporate.com">it@crystal-corporate.com</a>.

## INTELLECTUAL PROPERTY RIGHTS

Crystal Corporate is the owner or the licensee of all intellectual property rights in the Site and in the content published on it (including, without limitation, any trade marks, logos and service marks). The Site and such material are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You are not permitted to use the Site or the content other than (i) as a business user in connection with an arrangement between Crystal Corporate and your employer; (ii) as a business user in connection with a potential arrangement between Crystal Corporate and your employer; or (iii) for personal use.

You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling licensing, creating derivative works or using the Site and/or any content available on or though the Site (or any part thereof) without the prior written consent of Crystal Corporate.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Site and ensure the accuracy of online booking information, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. If in doubt and where appropriate, please contact Crystal Corporate to speak to an advisor about your particular circumstances.

#### THIRD PARTY CONTENT

The Site may provide a link to other sites which will enable you to leave the Site and access third-party material and we have no control over the contents of these sites. Such links should not be construed as an endorsement, authorisation, or affiliation by us with respect to such site, its owners or its providers. Crystal Corporate will not be liable for any loss or damage that may arise from your use of a link on the Site.

Conversely Crystal Corporate may bring third-party material into the Site via inverse hyperlinks and/or framing technology. Crystal Corporate is not able to alter, update or control the content on a linked site.

#### LINKING TO OUR WEBSITE

You may link to the Site's home page, provided you do so in a way that is fair and legal and does not damage Crystal Corporate's reputation or take advantage of it. You must not: (i) establish a link in such a way as to suggest any form of association, approval or endorsement on Crystal Corporate's part where none exists; or (ii) frame the Site on any other site, nor create a link to any part of the Site other than the home page. Crystal Corporate reserves the right to withdraw linking permission without notice.

# **VIRUSES**

Crystal Corporate does not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site and you should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site (including any Restricted Areas), the server on which the Site is stored, or any server, computer or database connected to 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 would commit a criminal offence under the Computer Misuse Act 1990. Crystal Corporate will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

## LIABILITY

Nothing in these terms and conditions excludes or limits Crystal Corporate's liability for death or personal injury arising from Crystal Corporate's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, Crystal Corporate hereby excludes all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

Crystal Corporate shall not be liable for any errors, omissions or delays in quotes or other data, or for any actions taken in reliance thereupon.

Crystal Corporate will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (i) use of, or inability to use, the Site; or (ii) use of or reliance on any content displayed on the Site.

Crystal Corporate will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (iv) any indirect or consequential loss or damage, in each case arising out of or in connection with your use of the Site.

Crystal Corporate will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or due to your downloading of any content from it or your use of a site and/or your downloading of any content on it which is linked to from the Site.

# **Governing Law**

These terms and conditions are governed by English law you agree to submit to the jurisdiction of the English Courts.