



TAG AVIATION TERMS OF SERVICE: GENERAL TERMS

1. Your Relationship with Us

Welcome to the TAG Aviation Website provided by **TAG Aviation** (“we” or “us”).

This document (the “**Terms**”) forms an agreement between you and us and sets forth the terms and conditions by which you may access our website at www.tagaviation.com (the “**Website**”). For purposes of these Terms, “**you**” and “**your**” means you as the user of the Service.

2. Accepting the Terms

By accessing or using our Website, you confirm that you accept these Terms and that you agree to comply with them. Your access to and use of our Website is also subject to our **Privacy Policy**, the terms of which can be found directly on the Website.

3. Changes to the Terms

We amend these Terms from time to time. Your continued access or use of the Website after the date of the new Terms constitutes your acceptance of the new Terms.

4. Intellectual Property Rights

4.1. Service Content

As between you and TAG Aviation all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Website, and all Intellectual Property Rights related thereto (the “**Service Content**”) are either owned or licensed by TAG Aviation. “**Intellectual Property Rights**” refers to any and all trademarks, service marks, trade names, trade dress, works of authorship and art, copyrights and copyrightable materials (including without limitation, titles, computer code, designs, catch phrases, locations, and any related documentation), music, lyrics, domain names, ideas, logos, submissions, writings, concepts, themes, places, moral rights, other intangible property rights of a similar nature, and all other forms of intellectual property rights recognized by applicable laws. Use of the Service Content or materials on the Website for any purpose not expressly permitted by these Terms is strictly prohibited.

Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever. We and our licensors reserve all rights not expressly granted in and to their content.



4.2. License

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and the Website, including to access the Service Content through your use of the Website. TAG Aviation reserves all rights not expressly granted herein on the Website and the Service Content. You acknowledge and agree that we may terminate this license at any time with or without cause.

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.

4.3. Excluded Warranties

Your use of the Website is entirely at your own risk.

We make no representations, warranties, or guarantees, whether express or implied, that any Service Content is accurate, complete or up to date. We also cannot warrant or guarantee the authenticity and accuracy of any content, materials, information, location details and prices which are provided by us.

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for your access to those sites.

5. Indemnity

You agree to defend, indemnify, and hold harmless TAG Aviation, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

6. Exclusion of Warranties

The website is provided "as is" and we make no warranty or representation to you with respect to them. No conditions, warranties, or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the website. We may change, suspend, withdraw, or restrict the availability of all or any part of our platform for business and operational reasons at any time without notice.



7. Limitation of Liability

Subject to the paragraph above, we shall not be liable to you for:

Any loss of profit (whether incurred directly or indirectly); any loss of goodwill; any loss of opportunity; any loss of data suffered by you; any indirect or consequential losses which may be incurred by you; or) any loss or damage which may be incurred by you as a result of:

- (a) Any reliance placed by you on the completeness, accuracy or existence of any advertising;
- (b) Any changes which we may make to the website, or for any permanent or temporary cessation in the provision of the website (or any features within); or
- (c) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the website.

Our total aggregate liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, these terms, the platform or service, will be limited to the amount paid by you to us (if any) during the 12 month period preceding the date of the first claim made by you under this agreement, unless otherwise mandatorily required by applicable law.

These limitations on our liability to you shall apply whether we have been advised of or should have been aware of the possibility of any such losses arising.

8. Other Terms

8.1. Applicable Law and Jurisdiction

These Terms, their subject matter, and their formation, are governed by the laws of Hong Kong (excluding its conflict of law rules). Except for the right of either you or us to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, both you and we agree that any dispute, controversy or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by the Hong Kong Courts.

8.2. Entire Agreement

These Terms constitute the whole legal agreement between you and TAG Aviation and govern your use of the Website and completely replace any prior agreements between you and TAG Aviation in relation to the Service.

8.3. Severability

If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.



8.4. Security

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

8.5. No Waiver

Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

8.6. Inquiries

Please contact us at it.asia@tagaviation.com.