



TERMS OF USE

Notice On Disclaimer, Copyright and Limitation of Liability

1. Application

This notice applies to:

- a. the use of www.aswatson.com ("Website");
- b. all information stored on or receivable through this or any other www.aswatson.com server ("Information"); and
- c. any goods or services offered, accessed or obtained through this Website by you ("the User").

This notice limits the liability of A.S. Watson Group and its associated companies, subsidiaries, employees, agents, contractors and any third-party Information provider (collectively "A.S. Watson") in relation to any such use, Information, goods and services.

2. Copyright

The Information may be protected under intellectual property laws and rights (including without limitation laws protecting copyright). If the User downloads, copies, transmits, publishes, stores or otherwise uses the Information without the consent of the owner of such rights, the User may infringe such laws or rights. It is the User's responsibility to determine whether any such infringement ("Copyright Infringement") will occur.

3. General Disclaimer

A.S. Watson expressly disclaims any responsibility, representation or warranty:

- a. in relation to the quality, operation, use, accuracy, or timeliness of, or the fitness or use for any purpose of, this Website or the Information;

A.S. Watson Group

Watson House, 1-5 Wo Liu Hang Road, Fo Tan, Hong Kong
Tel +852 2606 8833 Fax +852 2695 3664
www.aswatson.com

 A member of CK Hutchison Holdings



- b. in relation to any goods or services accessed, offered or obtained through this Website or pursuant to the Information;
- c. that any access to this Website or the Information will be uninterrupted or error free or that the Information does not contain any viruses, or contaminating or destructive properties;
- d. that the Information will not be objectionable or offensive to the User or any other person;
- e. for any error, omission or misstatement in or arising from the Information.

A.S. Watson does not endorse or recommend any person, organisation, name, product or service referred to in the Information, nor does the Information constitute A.S. Watson's views or opinions. A.S. Watson will not be a party to any transaction between the User and any third person in any way relating to the Information or made through this Website unless and only to the extent expressly stated in writing otherwise.

4. Third Parties Websites

This Website may contain materials produced by third parties or links to other websites. A.S. Watson accept no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to this Website) which are not under A.S. Watson's direct control. A.S. Watson reserves the right to require the removal of any link from another website to this Website which is installed without obtaining the prior written consent of A.S. Watson.

5. Limitation of Liability

A.S. Watson shall not be liable to the User or any other person whether in tort, contract, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property right infringement) for:

- a. any direct loss;
- b. any consequential or indirect loss (including without limitation loss of revenue or profits); or
- c. the User's liability to any other person, which is suffered or incurred by the User or any other person arising under or in any way out of the Information or this Website 's use.

A.S. Watson Group

Watson House, 1-5 Wo Liu Hang Road, Fo Tan, Hong Kong
Tel +852 2606 8833 Fax +852 2695 3664
www.aswatson.com



A member of CK Hutchison Holdings



6. Confidentiality

A.S. Watson does not warrant (and accepts no responsibility for) confidentiality of any information or data whether personal or otherwise transmitted through this Website. A.S. Watson's current practice is to take reasonable steps to maintain confidentiality.

7. Availability and Suitability of Services

A.S. Watson does not warrant that the information or materials contained in this Website are current or accurate or that any of the products or services featured on this Website are available. A.S. Watson may change the materials appearing on this Website at any time without notice.

8. User's Obligations

In consideration of A.S. Watson allowing the User access to the Information and/or this Website, the User agrees:

- a. not to carry out or allow any Copyright Infringement;
- b. not to use the Information or the User's access to this Website for any illegal, improper, obscene or defamatory purpose;
- c. to take all steps to ensure the Information does not damage the User's information or systems;
- d. to ensure that all information which you provide to this Website is true and accurate to the best of your knowledge;
- e. to A.S. Watson conducting research on access to the Information;
- f. to all A.S. Watson's disclaimers and limitations of liability set out in this notice; and
- g. to A.S. Watson's personal data policies current from time to time applying.

9. Indemnity

A.S. Watson Group

Watson House, 1-5 Wo Liu Hang Road, Fo Tan, Hong Kong
Tel +852 2606 8833 Fax +852 2695 3664
www.aswatson.com





User agrees to hold A.S. Watson harmless and indemnify A.S. Watson against all losses, damages, claim, demands, liabilities, costs (including legal costs), and expenses in connection with your use of this Website in breach of the terms and conditions herein or negligence.

10. Law and Severability

Hong Kong law governs this notice, and each part of this notice shall apply to the extent permitted thereby. Any part of this notice which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction only to the extent of the prohibition or unenforceability. That does not invalidate the remaining parts of this notice nor affect the validity or enforceability of that part in any other jurisdiction. Where this disclaimer is available in Chinese, the English version is the governing version and shall prevail whenever there is a discrepancy between the two versions.

Enquiries:

Should you have any enquiries concerning this Terms of Use, please feel free to contact our Group Corporate Communications Department. The address is as follows:

11th Floor, Watson House,

1-5 Wo Liu Hang Road, Fotan,

Shatin, New Territories,

Hong Kong

Email Address: grouppr@aswatson.com

Trade Mark Notice

A.S. Watson / Watsons / Fortress / PARKnSHOP / Watson's Wine / MoneyBack / Watson's Water are trade marks of A. S. Watson and has registered trade marks and pending trade mark applications in a number of countries. Any unauthorised use or reproduction of the trade marks may amount to an infringement of the rights of A.S. Watson.

A.S. Watson Group

Watson House, 1-5 Wo Liu Hang Road, Fo Tan, Hong Kong
Tel +852 2606 8833 Fax +852 2695 3664
www.aswatson.com



A member of CK Hutchison Holdings