

## **TERMS AND CONDITIONS**

Welcome to [www.hylinktravel.com](http://www.hylinktravel.com) ("The Website"). This Website and its "Content" (any textual, visual or aural content incorporated herein) is owned and operated by Hylink (USA) Digital Solution ("The Company") specializing in travel and social media marketing.

Please read these Terms and Conditions of use carefully before using the Company Website.

This Website contains standard Terms and Conditions which shall govern viewers use. These Terms apply in full force and effect to use of the Website and by using this Website viewers *expressly accept* all the Terms and Conditions herein. If Terms are not accepted, users are asked to discontinue use of the Website and exit immediately.

We reserve the right to modify or amend the Terms and Conditions from time to time, without notice. The continued use of the Website after those changes to any of these Terms results in the implied acceptance of those changes.

### **Correct Use**

Hylink (USA) Digital Solution's Website is provided for promotional and informational purposes only. This Website is not meant to be used for any unlawful, fraudulent, harassment, objectionable, or other non-legitimate business purpose.

The Website may only be used for the intended purpose for which it was made available. Users are authorized to access and view documents, content, audio, and video available on the Website for personal, informational, and noncommercial purposes only.

No provision on the Terms and Conditions, or nothing contained on the Website grants to any license or other right on Content without written permission of the Company.

### **Intellectual Property Rights**

Hylink (USA) Digital Solution and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

Users are granted a limited license only, subject to the restrictions provided in these Terms and Conditions, for purposes of viewing the material contained on this Website.

#### **a. Copyright and Ownership of the Content**

The Website and all of the Content featured or displayed on the Website, including, without limitation to text, graphics, images, photographs, sound, and illustrations, and all related rights are owned and shall remain the exclusive property of Hylink (USA) Digital Solution.

All elements of the Website, including and without limitation to the general design and the Content, are protected by trade dress, copyright, moral rights, trademark, and other laws relating to intellectual property rights.

Users may not modify any of the materials and may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website.

Users are expressly restricted from all of the following:

- Publishing any Website material in any media
- Selling, sublicensing and/or any Website material
- Publicly performing and/or presenting any Website material
- Using this Website in any way that is, or may be, damaging to this Website or the Company
- Using this Website in any way that impacts users access to this Website
- Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, to any person, the Company and/or its clients;
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website
- Using this Website to engage in any advertising or marketing

Except as authorized under the copyright laws, users are responsible for obtaining permission before reusing any copyrighted material that is available on this Website. The use of any material available on this Website on any other website or networked computer environment is prohibited.

Users will not remove any copyright, trademark or other proprietary notices from material found on this Website.

#### **b. Trademarks**

All trademarks, trade names and logos used herein are trademarks or registered trademarks of Hylink (USA) Digital Solution. Users may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Company's trademarks in any way, without the Company's prior written consent. The use of these trademarks on any other website is not allowed.

#### **2. Updated Information**

We attempt to ensure that all information on this Website is complete, accurate and current, such as news, clients, job posting offers, and other related details we estimate relevant to share in the Website.

#### **3. Unauthorized Use**

Users are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or that violates any law. These actions may subject the sender to civil and criminal penalties.

Sending unsolicited email advertisements to any user of the Website or in the Website is expressly prohibited by these Terms and Conditions.

The access to the Website by other than ordinary means, such as, but not limited to robot, spider, scraper or other automated means of access for any purpose, without the Company's express written permission is forbidden.

In addition to any remedies that the Company may have at law or in equity, if determine, that users have violated or are likely to violate one or more of these prohibitions, the Company may take all the actions we deem necessary to cure or prevent such violation. The Company will fully cooperate with any law enforcement authorities or court order directing us to disclose the identity of anyone posting such materials.

### **No warranties**

This Website is provided “as is” without any warranties or representation of any kind and Hylink (USA) Digital Solution makes no expressed or implied representations or warranties related to the information or materials contained on this Website.

Neither the Company warrants that the functions contained in this Website will be uninterrupted or without errors; that such errors will be corrected; that the Website or any Content will always be available for use; that the server that makes the content available will be free of viruses or any other harmful component or that does not infringe the intellectual property rights of a third party.

### **Limitation of Liability**

The use of the Website is at users r own risk and users agree that the Company’s sole commitment to you is to provide the Website “as is.” Hylink (USA) Digital Solution nor any of its employees, officers, directors, or any of its agents or any other party involved in creating, producing or delivering the Website and its Content shall be liable to users or to any third party, for use of or inability to use the Website or its Content.

In no event shall the Company be liable to users for any indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of profits, loss of data, computer crashes or other denials of services) product of the use, inability to use, or the results of use of the Website and/or its Content, and even if the Company knew or should have known of the possibility of such damages.

### **Digital Millennium Copyright Act (“DMCA”) Notice**

In operating the Website, sometimes the Company may act as a "services provider" (as defined by “DMCA”) and offer services and links that redirects you to third party websites. As a result, third party materials that the Company does not own or control may be transmitted, stored, accessed or otherwise made available using our Website. If a user believes that any material available via our Website infringes a copyright, that user should notify the Company using the notice procedure. The Company will respond expeditiously to remove or disable the access to any material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content.

Users should address any infringement notices under the “DMCA” at [hello@hylinkgroup.com](mailto:hello@hylinkgroup.com). Providing the following information:

- Identify the copyrighted work or intellectual property that you claim has been infringed
- Identify the material on the Website that user claims is infringing, with enough detail so that we may locate it
- Provide a statement that the user has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law

- A statement declaring under penalty of perjury that the above information in your notice is accurate, and that the user is the owner of the copyright interest involved or that the user is authorized to act on behalf of that owner
- User's address, telephone number, and email address
- User's physical or electronic signature.

### **Indemnification**

The user hereby indemnifies to the fullest extent Hylink (USA) Digital Solution, and its officers, directors, employees and other agents from and against any and all liabilities, costs demands, expenses, losses, causes of action, damages and other monetary payments (including, but not limited to attorney's fees and disbursements) arising out of or in any way related to your breach of any of the provisions of these Terms and Conditions.

### **Applicable Laws**

These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without regard to principles of conflict of laws.

### **Website Disputes**

All Website Disputes must be resolved through individual arbitration. The user indicates acceptance by continued use of this Website and waives any rights to maintain other available resolution processes such as court action, jury trial or any administrative process to settle Website disputes.

The following falls within "Website Disputes":

- Any claim Hylink (USA) Digital Solution may have against a user in connection with the Website
- Any claim a user may have against Hylink (USA) Digital Solution in connection with the Website
- Any action to enforce the Terms and Conditions or to object them.

All other disputes are not considered Website Disputes.

### **Severability**

If any provision of these Terms and Conditions is found to be unenforceable or invalid under any applicable law, such provision shall be deleted without affecting the remaining provisions, and it shall not render the other Terms and Conditions unenforceable or invalid as a whole.

### **Termination**

We may suspend or terminate use of this Website at any time, for any reason or not reason. The Company can also block access in the event that you breach any of the Terms and Conditions stipulated hereby and/or suspect that a user's actions may cause financial loss or legal liability, other users, or to the Company.

### **Entire Agreement**

The Terms and Conditions established herein constitutes the entire agreement in relation to the use of this Website between the users and Hylink (USA) Digital Solution and supersedes any prior agreement.

## **PRIVACY POLICY**

Welcome to [www.hylinktravel.com](http://www.hylinktravel.com) (The "Website"). The Privacy Policy below discloses practices regarding information collection and usage solely for this Website, operated by Hylink (USA) Digital Solution ("The Company). This privacy policy does not apply to any other website, affiliates or clients. By using and visiting the Website and by submitting personally identifying information, the user accepts use of your information in the terms set hereby. If you do not agree to this privacy policy, you may not continue to use the Website and exit immediately.

The Company respects and is strongly committed to protect the privacy of the users of the Website and recognizes that when users choose to provide The Company with information about themselves, they trust The Company to act in a responsible manner with that information and to use it in the ordinary course of business.

The Company reserves the right to change or modify portions from this privacy policy at any time. However, if The Company plans to use personally identifying information in a way that materially differs from this privacy policy, those changes will be posted here. Users are encouraged to review this privacy policy from time to time.

### **Personal Information**

The Company only collects and store personally identifying information that you voluntarily provide to the Website. This information may include name, address, email address, telephone number, and any other information provided by the users in relation to submitting a job application to the Company (that may include certain sensitive personally identifying information), and similar information users provide. Generally, users may provide the Company with this information through the contact pages, by email, by seeking employment with the Company, or some other means.

If users decide to provide personal information, the Company will only retain and use this information in a way that is appropriate to fulfill users' requests or for Company's other legitimate business purposes. Personal information collected at the Website is stored in secure operating environments that are not available to the public. Only those employees who need access to personal information in order to do their jobs are allowed to access, each having confidentiality obligations.

The Company may transfer the personal information collected about users to recipients in countries other than the country in which the information originally was collected, but the Company will use commercially reasonable efforts to protect personal information from unauthorized disclosure, destruction, loss or misuse. However, due to the inherent open nature of the Internet, the Company cannot ensure or warrant the security of any information provided online.

The Company will disclose, at its sole discretion, any information in the following cases:

- To comply with any applicable law, government request or legal process
- To cooperate with law enforcement and other third parties in investigating a claim of fraud, illegal activity, or infringement of intellectual property rights

- To protect the rights, property or legitimate business interests of the Company or a third party

The Company will not be liable for disclosures of data due to errors or unauthorized acts of third parties.

### **Usage Information**

The Company may automatically collect certain non-personally identifying information about users through their use of the Website, such as the type of browser or device operating system used, the website that linked them to the Website, the time spent and the pages viewed on the Website. The Company may also gather information collected from Website visitors, such as the number of users in a particular region. Generally, this information is collected through “traffic data” which collect and store certain other information automatically whenever you interact with the Website.

This information is only used to analyze and improve the Company’s Website.

### **Use of Cookies**

The Company may use non-personal user information obtained from cookies or similar technology for the purpose of facilitating and enhancing users communication and interaction with the Website.

Cookies are text files containing small amounts of information which will be downloaded onto users computer/device when they visit the Website. They have a unique and anonymous number and do not contain any personal information. It cannot be used to identify any individual user.

The Company may use Google Analytics and other third party analytics companies to analyze the usage of other Website, each of whom may use cookies and other tracking mechanisms to collect such data. This information will be used to help estimate the number of visitors to the Website and to ensure that the service is available when you want it.

The information gathered by the cookies about the use of the Website may be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating the activity in the Website and will collect and use information for such purpose pursuant to its own policies. We are not responsible for the policies or acts of Google. For more information on how Google Analytics processes this information, visit [www.google.com/analytics](http://www.google.com/analytics) .

To restrict or stop the placement of cookies, users must refer to and adjust their web browser preferences. By doing this, users may not be able to access certain areas or features of the Website, or some of its functionalities may be affected.

The information gathered will be used solely for the purposes of:

- Record the use of the Website
- Diagnose problems and improve the Website
- For other legitimate business purposes of the Company

The information will not be used by the Company to examine other Websites visited by you before or after the use of the Website.

### **Third Party Websites**

The Website may contain links to third party sites which the Company does not operate or own. These websites may use cookies and collect your personally identifying information in accordance with their own privacy policies. This privacy policy does not apply to third party websites and we are not responsible for them, including without limitation, their privacy practices, the content found on such websites or the way they handle your information. When you link away from this Website, you do so at your own risk. We encourage you to read the policies, terms and conditions of every website you visit.

The Company is only responsible for the information and personal identifying information we collect from users in any authorized use of this Website or other sources in the ordinary course of business.

The Company may also integrate social networking services into the Website. Users must know that the Company do not control such services and are not liable for the way in which they operate. While the Company may provide users with the ability to use such services in connection with the Website, the Company is relying upon those third party services to operate properly and fairly. Hylink (USA) Digital Solution has no responsibility on the way they work.

Users should be aware that the information they voluntarily decide to transmit online in a publicly accessible blog, social network or otherwise online, may be viewed and used by others. The Company is unable to control such uses of personally identifying information, and by using such services and providing such information they assume the risk that it may be viewed and used by other users or third parties.

### **Disputes**

If any Disputes arises concerning the use or misuse of any of the information provided by users to the Company through this Website, refer to the Terms and Conditions set hereby.

### **Contact us**

Los Angeles  
225 Santa Monica Boulevard, 8th Floor  
Santa Monica, CA 90401

+1 (310) 906-5965  
[hello@hylinkgroup.com](mailto:hello@hylinkgroup.com)