

Terms

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Information about us

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If you are provided with, a user identification code, password or any other piece of information as part of Spencer West BVI's security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Spencer West BVI has the right to disable any user identification code or password at any time, if in its opinion you have failed to comply with any of the provisions of these terms of use. Where you have provided any information or representation to Spencer West BVI for the purposes of obtaining a user identification code, password and/or other piece of information and such information or representation provided by you would subsequently be incorrect or inaccurate in any material respect if repeated, you must inform Spencer West BVI immediately.

When using the Site, you must not use it in any way which (i) breaches any applicable local, national or international law or regulation; or (ii) is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

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The Material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, Spencer West BVI, other members of Spencer West BVI's group of companies and third parties connected to Spencer West BVI hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any Materials posted on it, including, without limitation any liability for:
 - loss of business, profit, contracts, income or revenue;
 - loss of goodwill;
 - loss of data; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect Spencer West BVI's liability for death or personal injury arising from its negligence, or its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to the site

Spencer West BVI processes information about you in accordance with its privacy policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

You may not upload any material to the Site other than your contact details when submitting an application requesting that Spencer West BVI's newsletters should be sent to you.

Viruses, hacking and other offences

You may 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, 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 may be committing a criminal offence under relevant legislation. Spencer West BVI will report any such breach to the relevant law enforcement authorities and Spencer West BVI 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.

Spencer West BVI will not be liable for any loss or damage caused by a distributed denial-ofservice attack, viruses 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 to your downloading of any material posted on it, or on any website linked to it.

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your own risk. Nevertheless, once Spencer West BVI receives your transmission, it will take reasonable steps to preserve the security of such information. However, Spencer West BVI does not accept any liability for any interception of information which it transmits to you.

Linking to the site

You may not link the Site to another website without Spencer West BVI's express permission.

If you wish to make any use of Material on the Site other than that set out above, please address your request to info@hpabvi.com

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Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Spencer West BVI has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

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The British Virgin Islands courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the Site. By using this Site, you submit to the jurisdiction of those courts and waive any right to claim that those courts are an inconvenient forum. These terms of use are governed by British Virgin Islands law.

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Spencer West BVI may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes Spencer West BVI has made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.

Severability of Provisions

Any provision of these terms of use that is prohibited or unenforceable in a particular jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms of use nor affect the validity or enforceability of that provision in any other jurisdiction.

Your concerns

If you have any concerns about Material which appears on the Site, please contact info@hpabvi.com

Thank you for visiting the Site.