

Wilson Storage Limited - Licence Terms and Conditions

1 Our contract with You and Important Advice for You

- 1.1 Please ensure that You read the Licence Agreement (including these Terms) carefully, and check that the details on the Licence Agreement (including in these Terms) are complete and accurate, before You sign the Licence Agreement.
- 1.2 **WE DRAW YOUR ATTENTION TO THE INDEMNITY WHICH YOU GRANT TO US UNDER CLAUSE 8 AND THE LIMITS OF OUR LIABILITY CONTAINED IN CLAUSE 12 AND CLAUSE 13.**
- 1.3 **BY THE TERMS SET OUT BELOW WE AND OUR EMPLOYEES AND AGENTS AND CONTRACTORS ARE NOT LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE AND IF THEY ARE TO BE LIABLE THE AMOUNT OF LIABILITY IS IN ALL CIRCUMSTANCES LIMITED TO THE AMOUNT STATED. YOU ARE THEREFORE ADVISED TO SEEK YOUR OWN INSURANCE IN ANY AREAS IN WHICH LIABILITY AND FAULT ARE NOT CLEARLY ACCEPTED BY US.**

2 Definitions

- 2.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Access Hours** means the hours during which We permit You to access the Unit, as We notify You from time to time;
 - (b) **Deposit** means the deposit which We require You to make, as more particularly set out in the Licence Agreement;
 - (c) **Goods** means anything You store in the Unit during the Licence Period;
 - (d) **Commencement Date** means the date specified in the Licence Agreement;
 - (e) **Debt** means (whether invoiced or not): (i) any due but unpaid Licence Fees; (ii) any sum due by reason of Your liability to Us; (iii) and each and every other sum due from You to Us, (including in each of the foregoing cases all interest payable thereupon), owing from You to Us from time to time under this Licence Agreement or under any other agreement between You and Us;
 - (f) **End Date** means the date of termination of this Licence Agreement in accordance with **Clause 15**;
 - (g) **Initial Period** means the minimum Licence Period that You have committed to, as more particularly specified in the Licence Agreement;
 - (h) **Licence Agreement** means the licence agreement entered into between You and Us entered into on these Terms;
 - (i) **Licence Fee** means the amount specified in the Licence Agreement;
 - (j) **Licence Period** means the period commencing on the Commencement Date and ending on the End Date;
 - (k) **Premises** means Our premises at which the Unit is located;
 - (l) **Prohibited Items** means those items specified in **Clause 6**;
 - (m) **Unit** means the unit specified in the Licence Agreement or any alternate unit that We notify to You (including in each case any shelving, racks and any other fixtures provided by Us and You);
 - (n) **Terms** means these Wilson Storage Limited Licence Terms and Conditions;
 - (o) **We/Our/Us** means Wilson Storage Limited (Company No. 1936332) whose registered address is at Rm 2601, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong; and
 - (p) **You/Your** means the licensee named in the Licence Agreement.
- 2.2 When We use the words "**writing**" or "**written**" in these Terms, this will include e-mail unless We say otherwise.

3 Licence

- 3.1 Subject to the terms of this Licence Agreement and provided that You have paid all due Licence Fees in full and You have complied with all terms and conditions of this Licence Agreement, We Licence You (but no other person) to:
- (a) use the Unit to store the Goods during the Licence Period;
 - (b) access the Unit during Access Hours for the purposes of depositing, removing, substituting, or inspecting the Goods; and
 - (c) conduct Your regular inspection of the Unit for damage and suitability for storage of the Goods.
- 3.2 Only You and persons authorised in writing by You or accompanied by You, will be allowed access to the Unit. Any such person is Your agent for whose actions You are responsible for and liable for both to Us and to other users of the Premises. You may withdraw an authorisation granted to anyone at any time, but such withdrawal will not be effective until We actually receive it in writing.
- 3.3 We shall set rules and regulations which visitors to the Premises must comply with. We reserve the right to vary and supplement such rules and regulations from time to time. Our rules and regulations may (but are not required to) include requests for satisfactory proof of identity of persons (including You and Your agents) seeking access to the Premises or to Your Unit. You agree to comply with all lawful rules and regulations that We may set from time to time (and to procure that Your agents do also).
- 3.4 We reserve the right to vary the Access Hours from time to time, without giving any prior notice.
- 3.5 We may refuse access to the Unit by any person (including You and Your agents) if We (acting in Our sole discretion) consider it appropriate to do so, including but not limited to where We have concerns in respect of the safety of the Premises, Your Unit (and its contents) and other units (and their contents) on the Premises being put at risk.
- 3.6 This Licence Agreement does not provide You with any right to exclusive possession of the Unit or the Premises or any part thereof. This Licence Agreement does not create a tenancy agreement nor confer upon You any tenancy or other proprietary right in the Unit, the Premises, or any part thereof.

4 Unit

- 4.1 Prior to entering into this Licence Agreement You have been provided with the opportunity to view and inspect the Unit and to make Your own determination as to the Unit's volume, area, size, suitability and condition.
- 4.2 References by Us as to the size and description of the Unit are approximate only and We accept no responsibility for their accuracy.
- 4.3 We reserve the right to require You to use another similar sized unit in place of the Unit. In such circumstances We shall provide You with 14 (fourteen) calendar days' notice, requiring You to move Your Goods to an alternative unit. If You do not do so, within the permitted time, We and Our employees, agents, and contractors may enter the Unit and do so on Your behalf, acting as Your agent and charging You Our then applicable fee for such activity, which shall be payable in addition to the Licence Fee. The removal shall be entirely at Your risk, save for any loss or damage caused willfully or negligently by Us, Our employees and/or agents subject always to the exclusions and limits of liability set out in **Clause 12 and Clause 13**.
- 4.4 Where Goods are relocated to an alternative unit, this Licence Agreement shall continue to apply, save that the alternative unit shall then be regarded as the Unit.
- 4.5 We make no warranty as to the temperature or humidity of the Unit and/or of the Premises, and/or as to the absence of insect infestation, rats, or damp. Loss or damage to the Goods arising from natural deterioration, humidity, rats, damp, infestation is entirely at Your risk.

5 Our Access Rights

- 5.1 We and Our employees and Our agents and Our contractors, retain the right to access the Unit at any time for any purpose, including but not limited to:
- (a) carrying out maintenance, repairs and alterations to the Unit, other units, and/or the Premises;
 - (b) if We reasonably believe that the Unit contains any Prohibited Items;
 - (c) ascertain whether action needs to be taken to prevent injury or damage to persons or property;
 - (d) where access is requested by the police, customs and excise, the fire brigade or any other government department, or to another person pursuant to a court order; and
 - (e) ensuring compliance with the terms of this Licence Agreement.
- 5.2 If needed, We shall break any lock that You may have in place to facilitate Our access to the Unit.

6 Prohibited Items

- 6.1 You shall not (and You shall not allow) any of the following prohibited items to be stored at the Unit:
- (a) Goods, the total value of which exceeds HK\$100,000 (Hong Kong Dollars one hundred

thousand);

- (b) food or perishable goods;
 - (c) wine or spirits or alcohol or liquor of any nature, whether consumable or not consumable;
 - (d) birds, fish, animals or any other living creature;
 - (e) combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents, or saltpetter;
 - (f) gunpowder, firearms, explosives, weapons or ammunition;
 - (g) chemicals, radioactive materials, biological agents;
 - (h) toxic waste, asbestos, or other materials of a potentially hazardous nature;
 - (i) any item which emits fumes, smells or odours;
 - (j) any item which emits any audible noise or vibration felt outside the Unit;
 - (k) any illegal substances, illegal items or goods illegally obtained;
 - (l) compressed gas; and
 - (m) any other hazardous or dangerous materials the storage of which is subject to control by law.
- 6.2 We reserve the right to prohibit You from storing any type of Goods in the Unit, irrespective of whether or not they are currently listed in this Licence Agreement as a Prohibited Item. We shall not be required to provide You with any reason, when exercising Our right.
- 6.3 We reserve the right to and also to require You to collect and remove any Goods from the Unit and Premises, if We consider such Goods put at risk the safety of any person, or the security of the Unit (and/or its contents), other units (and/or their contents) and/or the Premises or if You have not complied with your obligations under this Licence Agreement. We also reserve the right to remove any Goods from the Unit and submit them to any relevant authorities and organisations for the same reasons mentioned in **Clause 6.3**. We shall not be liable for any costs or expenses or Your losses and damage arising from such removal of Goods.

7 Your Obligations

- 7.1 You must (and You shall procure that Your agents must):
- (a) inform Us immediately of any damage or defect to the Unit;
 - (b) comply with Our reasonable directions and those of Our employees, agents and contractors at the Premises;
 - (c) comply with Our rules and regulations for the Premises and the Unit as they may be updated from time to time;
 - (d) use reasonable care whilst on the Premises;
 - (e) upon Our request provide Us with an inventory of the Goods;
 - (f) take reasonable care of the Unit, the Premises;
 - (g) show courtesy to Our other customers using the Premises; and
 - (h) comply with all relevant laws, including Acts, Ordinances, Regulations, By-laws, Orders and Guidelines as are or may be applicable to the use of the Premises and Unit. This includes laws and any guidelines relating to how the Goods must be stored and/or handled.
- 7.2 You must not (and You must not allow any other person to):
- (a) use the Unit or do anything on the Premises which may be a nuisance to Us, Our other customers, or any other person on the Premises;
 - (b) do anything which may invalidate any of Our insurance policies or those of Our customers, or increase the premiums payable on them;
 - (c) connect or provide any utilities to the Unit, unless authorised in advance in writing by Us;
 - (d) leave anything on the Premises other than in the Unit;
 - (e) block or obstruct or cause undue hindrance in any passageway, stairway, aisle, service area or other part of the Premises;
 - (f) decorate the Unit (including spraying paint) or do any mechanical work on the Unit;
 - (g) use the Unit as an office or living accommodation or as a home or business address;
 - (h) use the Unit or any part thereof for illegal or immoral purposes;
 - (i) use the Premises for receiving or sending mail;
 - (j) attach anything to the Unit (internally or externally) or make any alteration to the Unit;
 - (k) allow any liquid, substance, smell or odour to be released from the Unit;
 - (l) allow any noise or vibration to leave the Unit;
 - (m) damage the Unit, any other units, or the Premises.
- 7.3 You warrant to Us that:
- (a) You are the sole legal and beneficial owner of the Goods (or the authorised agent of the owner of the Goods, in which case You are accepting the terms and conditions of this Licence Agreement both for Yourself and as agent on behalf of the Owner);
 - (b) the Goods are not in breach of any customs regulations; and
 - (c) the Goods have been properly and sufficiently prepared and packed for storage.
- 7.4 You shall be responsible for ensuring that the Unit is locked at all times when You are not present at the Unit.
- 7.5 We accept no responsibility for locking Units or checking that Units are locked.
- 7.6 You should not leave Your key (or provide Your password) to the Unit or access card to the Premises with anyone, other than Your agents referred to in **Clause 3.2** of these Terms. If You do so, it is at Your own risk (irrespective of whether or not such person is Our employee or agent). We accept no responsibility or liability for the acts or omissions of any such person (irrespective of whether or not such person is Our employee or agent) holding Your key (having Your password) and/or access card having access to the Premises and Your Unit and any such person is deemed to be acting as Your agent.

8 Indemnity

- 8.1 You agree to indemnify Us and Our employees, agents and contractors, and to keep Us all indemnified and hold Us all harmless from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (for the purposes of this clause each of the terms direct, indirect and consequential loss include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) in respect of:
- (a) Your use of the Unit and/or the Premises;
 - (b) any breach by You or Your agents of any term of this Licence Agreement;
 - (c) any step or action taken by any person who owns or has an interest in the Goods;
 - (d) any claim or action by any customs or other authority in respect of the Goods.

9 Licence Fee and Deposit

- 9.1 The Licence Fee for the Unit is set out in this Licence Agreement.
- 9.2 On signing this Licence Agreement You shall pay to Us immediately:
- (a) the Deposit; and
 - (b) the Licence Fee for the Initial Period.
- 9.3 After the Initial Period, the Licence Fee for each calendar month of the Licence Period shall be payable in advance in full and in cleared funds on or before the first calendar day of each calendar month to which it relates.
- 9.4 The first and last payments of the monthly Licence Fee shall be apportioned on a time basis.
- 9.5 You shall not be allowed to make any deduction or set-off to the Licence Fee.
- 9.6 We reserve the right to alter the Licence Fee and Deposit at any time by giving You 14 (fourteen) calendar days' written notice of Our intention to do so. In which case You shall, together with Your next payment of the Licence Fee, pay any additional Deposit which We may require from You.
- 9.7 The Deposit that You pay to Us shall be returned (without interest) to You within 30 (thirty) calendar days of the end of the Licence Period less any amount which We may deduct in respect of:
- (a) any unpaid Licence Fees;
 - (b) any other unpaid removal or other charges;
 - (c) any other sums due to Us pursuant to this Licence Agreement or arising as a result of any breach by You of any term of the Licence Agreement; and
 - (d) any Debt not covered by (a) to (c) above.

10 Overdue Payment

- 10.1 Time for payment of the Licence Fee is of the essence.
- 10.2 If You do not pay Us the Licence Fee by the deadline set out in **Clause 9**, We may suspend the licence granted under this Licence Agreement with immediate effect until You have paid Us the outstanding amounts. This does not affect Our right to charge You interest and an administration fee under **Clause 10.3**.

10.3 If You do not make any payment due to Us by the due date for payment, We shall have the right to charge You:

- (a) an administration fee of HK\$500 (Hong Kong Dollars five hundred) for each overdue payment; and
- (b) interest at the rate of 2% per month on the overdue amounts.

10.4 Interest on overdue amounts shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

10.5 You must pay Us interest and the administration fee, together with any overdue amounts.

10.6 If You do not pay the Licence Fee by the due date, the Goods shall become held solely at Your risk, and We:

- (a) are relieved of any duty howsoever arising in respect of the Goods; and
- (b) shall be able to immediately exercise the lien referred to in **Clause 11**.

11 Lien Over Goods

11.1 We shall have a general lien over the Goods for Your Debt until payment of Your Debt has been actually received by Us in full and in cleared funds.

11.2 Notwithstanding the lien over the Goods, We shall charge You:

- (a) any costs properly incurred by Us in exercising Our rights under this Licence Agreement; and
- (b) the Licence Fee for any period where We are holding on to Your Goods.

11.3 During any period where You have a Debt or You have been in any other breach of this Licence Agreement, You authorise Us (without notice to You) to:

- (a) refuse access to the Unit and the Premises, for You and Your agents;
- (b) access the Unit (including breaking any lock) and inspect and remove the Goods to another room or store (on the Premises or elsewhere); and
- (c) hold onto and/or ultimately dispose of some or all of the Goods pursuant to **Clause 11.4**.

11.4 If:

- (a) You have a Debt that remains outstanding to Us for more than 30 (thirty) calendar days after its due date (whether invoiced, formally demanded or not); or
- (b) You fail to collect the Goods upon expiry of termination of this Licence Agreement or otherwise after We have required You to collect them; or
- (c) We become entitled to terminate the Licence Agreement pursuant to **Clause 15.3**, then We may treat the Goods as abandoned by You entirely at Your risk and without notice to You and without Us accepting any responsibility for such Goods We may:
- (d) continue to perform any of the actions referred to above in **Clause 11.3**; and
- (e) sell the Goods by whatever means We deem fit (whether by way of public or private tender, auction or treaty or otherwise) and pass good title to the Goods on behalf of You to the purchaser; or
- (f) if We consider it appropriate, destroy the Goods.

11.5 In exercising a right of sale under **Clause 11.4**, We shall not be deemed to be acting as trustee, and shall not be under any duty to obtain the best or a reasonable price for the relevant Goods.

11.6 Where We sell the Goods on Your behalf, We shall use the proceeds of sale of the Goods to pay first the costs properly incurred by Us in the sale (including any legal costs) and secondly the remainder of Your Debt. We shall then hold any balance for You. Interest shall not accrue on any balance.

11.7 If the proceeds of a sale of the Goods referred to in **Clause 11.4** are insufficient to discharge all of Your Debt, You shall remain liable to pay to Us the balance of Your Debt upon demand and interest shall continue to accrue on such Debt.

12 Risk & Insurance

12.1 The Goods are stored in the Unit at the Premises entirely at Your risk.

12.2 You shall ensure that the Goods remain insured for such amount and for such risks as You determine appropriate from time to time.

12.3 We shall not insure the Goods, nor accept any risk in respect of the Goods.

12.4 We shall not be responsible for any loss, damage, deterioration, misplacement or destruction of or to the Goods, save for any caused wilfully or negligently by Us, Our employees and/or agents and then only subject to the limits and exclusions of liability contained in this **Clause 12 and Clause 13**.

12.5 Without prejudice to Our other rights and defences in the Terms, we shall not in any event be under any liability whatsoever or responsible for any loss or damage or expense whatsoever for resulting from or connected with any of the following (however caused):

- (a) an inability of You to access the Premises and/or the Unit and/or the Goods, regardless of the cause; and/or
- (b) any Events Outside Our Control as set out in **Clause 14**; and/or
- (c) acts and/or omissions of You and Your Agents and anyone that you bring into the Premise with or without our permission; and/or
- (d) any fire or theft.

13 Limitations on Our Liability to You

13.1 Subject to **Clause 13.2, Clause 13.3 and Clause 13.4**, Our aggregate liability under or in connection with this Licence Agreement whether in contract, tort (including negligence), breach of statutory duty, restitution, or otherwise for any injury, death, damage or direct, indirect or consequential loss (each of the terms direct, indirect and consequential loss shall for the purposes of this clause include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) will be limited to amount equal to the lower of 5 (five) times the monthly Licence Fee or the Total Value of the Goods, which shall in no event be more than HK\$100,000 (Hong Kong Dollars one hundred thousand).

13.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees or agents;
- (b) fraud or fraudulent misrepresentation; and
- (c) for any matter for which it would be illegal for Us to exclude or limit, or to attempt to exclude or limit, Our liability.

13.3 You agree that we have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Licence Agreement.

13.5 The Licence Fee is determined on the basis of the exclusions from liability contained in this Licence Agreement. You expressly agree that these exclusions and limitations are reasonable and that You accept such risk and expressly agree to take out insurance accordingly to cover such risk and any other risk that falls on You.

13.6 Each of Our employees, agents and contractors may rely upon and enforce the exclusions and restrictions on liability in this **Clause 12 and Clause 13** in that person's own name and for that person's own benefit, as if the limits and exclusions applicable to Us were also applicable to them.

13.7 We shall not be liable to You in respect of any claim arising out of or in connection with this Licence Agreement unless the claim is notified to Us in writing (setting out reasonable particulars of the claim) within 30 (thirty) days' of the earlier of when You ought to have become aware or actually did become aware of the circumstances relating to such claim.

13.8 No legal proceedings, claims or suit (including any counterclaims) may be brought against Us unless they are issued and served within 1 (one) year of the earlier of when you ought reasonably to have or actually did become aware of the event giving rise to the claim.

13.9 Each exclusion and limitation of liability in these Terms exists separately and cumulatively.

14 Events Outside Our Control

14.1 We will not be liable or responsible for any failure to perform this Licence Agreement, or delay in Our performance of any of Our obligations under this Licence Agreement that is caused by an Event Outside Our Control.

14.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural

disaster, or failure of public or private telecommunications, power and/or water networks.

14.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under this Licence Agreement:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under this Licence Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

15 Termination of the Licence Agreement

15.1 After the Initial Period, You may cancel the Licence Agreement with effect from the last calendar day of a calendar month by providing Us with at least 14 (fourteen) calendar days' notice in writing. If Your written notice is not given within the stipulated notice period, We are entitled to retain or charge additional Licence Fees.

15.2 We may cancel the Licence Agreement at any time by providing You with at least 14 (fourteen) calendar days' notice in writing.

15.3 We may cancel the Licence Agreement at any time with immediate effect by giving You written notice if:

- (a) You do not pay Us when You are supposed to as set out in this Licence Agreement (this does not affect Our right to charge You interest and an administration fee); and/or
- (b) You break the Licence Agreement in any other material way and in the case of a breach capable of remedy, You do not correct or fix the situation within 5 (five) calendar days of Us asking You to in writing; and/or
- (c) You being an individual die; and/or
- (d) You being an individual have a petition for a bankruptcy order made against You presented to court or have a bankruptcy order made against You or any analogous proceedings in any other jurisdiction are instituted against You; and/or
- (e) You being a company pass a resolution to wind-up or have a petition for winding up presented against you; and/or
- (f) You are unable to pay your debts as they become due; and/or
- (g) You make a general assignment, composition or arrangement for the benefit of Your creditors; and/or
- (h) You being a company have a receiver or officer of the court or governmental authority appointed to take possession or control over any of your assets or property; and/or
- (i) You being a partnership have any of the above events happened to any of the partners of the firm.

16 Effect of Termination

16.1 Prior to the end of the Licence Period, You must remove the Goods from the Unit and leave the Unit in a clean and tidy condition and in the same condition as at the Commencement Date (fair wear and tear excepted). If You do not do so, You shall be responsible for Our costs in cleaning and repairing the Unit, removing the Goods and disposing or selling the Goods. Such sums shall be payable on demand.

16.2 If You do not collect the Goods prior to the end of the Licence Period, the Goods shall be deemed to have been abandoned by You entirely at Your risk and We may thereafter handle the Goods as per **Clause 11.4**, without Us accepting any responsibility for such Goods.

17 Changes to Licence Agreement

17.1 We may revise or vary these Terms from time to time. If We revise or vary these, they take effect after a notification is posted on Our website and in a conspicuous space near the entrance of the Premises.

18 If there is a problem

18.1 In the unlikely event that there is any problem:

- (a) please contact Us and tell Us as soon as reasonably possible; and
- (b) please give Us a reasonable opportunity to solve any problem.

19 How to contact Us

19.1 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 2390-3960 or by e-mailing Us at info@wilsonstorage.com.hk or by post or hand delivery to Us at Rm 2601, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong.

20 Other important terms

20.1 The terms of this Licence Agreement are additional to and without prejudice to any rights We may have at law.

20.2 We may transfer Our rights and obligations under this Licence Agreement to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under this Licence Agreement.

20.3 This Licence Agreement is personal to You and You may only transfer Your rights or Your obligations under this Licence Agreement to another person if We agree in writing.

20.4 Subject to **Clause 13.6**, this Licence Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.

20.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

20.6 If We fail to insist that You perform any of Our obligations under this Licence Agreement, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

20.7 These Terms and the application form for the Licence Agreement contain all of the terms agreed between You and Us and supersede any prior written or oral agreements, representations or understandings between Us and You in relation to the subject matter hereof.

20.8 You acknowledge that this Licence Agreement has not been entered into wholly or partly in reliance on, nor have You been given any warranty, statement, promise or representation made by Us or on Our behalf. Subject to **Clause 13.2**, to the extent that any such warranties, statements, promises or representations have been given, You unconditionally and irrevocably waive any claims, rights or remedies which You might otherwise have had in relation to them.

20.9 If there is any inconsistency between the English and Chinese versions of these Terms, the English version shall prevail. The latest edition of the Terms in English and Chinese are available at www.wilsonstorage.com.hk.

21 Choice of Law and Jurisdiction

21.1 This Licence Agreement is governed by Hong Kong law.

21.2 The Hong Kong courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Licence Agreement. You and We both agree to submit to the exclusive jurisdiction of the Hong Kong courts.