

Terms of website use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.wedeal.hk (our site), whether as a guest or a registered user. We also maintain the web pages accessible through www.wedeal.com.hk, and www.popular.st

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us

www.wedeal.hk is a site operated by Popular Street International Limited (“we” or “us”). We are registered in Hong Kong and have our registered office at Rm 05-08, 12/F, Smart-Space Two, Cyberport 2, No 100 Cyberport Road, Hong Kong.

WeDeal provides a website platform for facilitating residential leasing arrangements, between Landlord and a platform user.

How WeDeal Works

WeDeal is a platform that introduces people who need residential space (“Tenants”) to landlords of residential space that is available on that basis (“Landlords”), or vice versa. We make it easy for Tenants to find space that suits their needs and then introduce the Tenant to a potential Landlord, or vice versa. If the Landlord and the Tenant are happy then they will enter into a rental agreement directly. WeDeal then collects a referral fee from the Landlord.

Landlords

Landlords makes their properties available through WeDeal. By using WeDeal to access the WeDeal database of potential tenants, Landlords agree that they shall not enter into an agreement in respect of properties they have listed on the WeDeal website directly with the Tenant other than with the prior written agreement of WeDeal.

WeDeal is not responsible for the conduct of any prospective Tenant during the negotiations of any Tenancy Agreement.

Landlords accept that any decision to let a property to a particular Tenant is made solely by the Landlord without any representation, warranty or statement made to him by WeDeal.

WeDeal has no obligations to Landlords to reinstate, or repair, any properties let by Landlords at the end of any tenancy agreement.

Tenants

If you are a potential Tenant, when you have identified a property on WeDeal which meets your requirements you submit an offer to the Landlord via the Website. The Landlord will then promptly respond, either accepting your offer or declining it. If the offer is accepted you will enter into an agreement with the Landlord either on the WeDeal template terms or specific terms advised by the Landlord.

By using the WeDeal website to access the WeDeal database of available properties Tenants agree that they shall not enter into an agreement in respect of properties they have found on the WeDeal website directly with the Landlord other than with the prior written agreement of WeDeal.

Tenants must comply with the terms of their agreement with the Landlord, including any special terms or requirements that may be specified by the Landlord.

Tenants are responsible for insurance of their own property and for insurance against risks normally borne by occupiers of residential premises or otherwise specified by the Landlord. If a Tenant has any doubt about what insurance is required they should consult their own insurers or insurance brokers.

Tenants are responsible for satisfying themselves that a listed property fits their requirements, both as regards the specific features and facilities at the property and as regards the location. WeDeal does not warrant or represent that properties listed by Landlords are of suitable condition to be let or that Landlords have the right to enter into rental contracts in respect of the properties listed by Landlords and to receive rental payments in respect of the properties.

Landlords are responsible for the legality, accuracy and completeness of the description of all properties and related terms posted on the Website.

WeDeal disclaims all liability for the legality, accuracy or completeness of any rental offers or content posted by Landlords and in respect of any proposed rental contract that fails to complete for any reason whatever.

Rental contracts are made exclusively between Landlords and Tenants. WeDeal is not a party to any rental contract, or negotiation to any rental contract, and does not fulfil any obligations derived from the contractual relationship between Landlords and Tenants. WeDeal does not make or accept any offers, either in its own capacity or on behalf of either Landlords or Tenants or any other party. WeDeal disclaims all liability arising from or related to any rental contract to the fullest extent permitted by law.

General Terms

WeDeal does not at any time provide, or purport to provide, any advice, or advisory services, to Landlords, Tenants or any other party, in particular with respect to the commercial, financial, legal or any other consequences of any rental agreement. WeDeal disclaims all liability relating to the provision of advice relating to property. Landlords and Tenants accept that WeDeal's role is limited to no more than that of a facilitator.

WeDeal reserves the right at its sole discretion to remove from the Website any illegal, inaccurate or misleading content, including anything that in its opinion is injurious to WeDeal's goodwill or goodwill attaching to the Website, without notice.

WeDeal makes no warranty as to any particular result being achieved or obtained, or being achievable or obtainable, from use of the Website and the introduction of any prospective tenant to Landlord.

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of this terms of use.

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

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by The Basic Law.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss or corruption of data;
 - loss of goodwill;
 - wasted management or office time;

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our site

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site

Rental transactions formed through our site or as a result of visits made by you are governed solely by the terms and conditions of the individual tenancy agreement agreed between the users of the site.

Uploading material to our site

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in this terms of use. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be processed in accordance with our privacy policy. You consent to such processing and you warrant that all data provided by you is accurate.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in this terms of use.

Viruses, hacking and other offences

You must not misuse our 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service 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 our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in this terms of use.

If you wish to make any use of material on our site other than that set out above, please address your request to hello@wedeal.hk.

Links from our site

Where our site 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 them or for any loss or damage that may arise from your use of them.

Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our site (interactive services).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content Standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.

- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this terms of use through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this terms of use constitutes a material breach of the [terms of use](#) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Jurisdiction and applicable law

The courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with The Basic Law.

Variations

We 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 we 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 our site.

Your concerns

If you have any concerns about material which appears on our site, please contact hello@wedeal.hk.