

## Terms of Use

### 1. Introduction

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### 4. Privacy and Protection of Personal Information

Please see the “Privacy Policy” hypertext link located at the bottom of the home page in this website regarding the

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## 5. Accounts, Profiles, Passwords and Security

Certain features or services offered on or through this website may require you to open an account (including setting up a username and password) or create a profile for use in applying for something. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of you failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of or visitor to this website due to someone else using your username, password or account as a result of your failing to keep your account information secure and confidential. You may not use anyone else's username, password or account at any time without the express permission and consent of the holder of that username, password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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### **10. Indemnification**

You agree to indemnify, defend and hold harmless Company, its parent, affiliates, shareholders, agents, licensors, suppliers and any third-party information provider to this website, together with their officers, directors, owners, partners and employees, from and against all losses, expenses, damages and costs, including attorney's fees, resulting from: (a) any violation of these Terms of Use (including negligent or wrongful conduct) by you; or (b) your use and access of this website.

### **11. Violations of these Terms of Use**

You agree that we, in our sole discretion and without prior notice, may terminate your access to this website and/or block your future access to this website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of this website. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity. You agree that we, in our sole discretion and without prior notice, may terminate your access to this website for cause, which includes: (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of this website or any service offered on or through this website, or (4) unexpected technical issues or problems.

### **12. Resolution of Disputes**

**Governing Law/Disputes.** These Terms of Use shall be governed by and construed in accordance with the laws of Hong Kong without application of conflict of laws rules. Venue for all Claims (defined below) not subject to arbitration shall be in Hong Kong courts.

**Resolution of any Dispute.** In the event a dispute arises between you and us, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling or emailing our customer care department, which may be accessed by clicking on the



"Contact Us" link in the side menu. If, however, there is an issue that needs to be resolved, the following terms describe how both of us will proceed:

**Limitation of Legal Remedies. INSTEAD OF SUING IN COURT, YOU AND WE EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS.** You and we agree that any dispute, controversy or claim arising out of your use of this website or its content ("Claims") which cannot be settled by mutual agreement of the parties shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The arbitrator's decision and award is final and binding.

**Class Action Waiver.** You and we each agree that each of us is waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations shall be conducted on an individual (and not a class-wide) basis; and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("class action waiver").

**Exception.** Any claim or action for indemnification, contribution, interpleader or injunctive relief arising out of a Claim shall not be subject to arbitration.

### 13. Additional Terms

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you. If any of these terms shall be deemed invalid, void or, for any reason, unenforceable, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. Any rights not expressly granted herein are reserved.

### Entire Agreement

These Terms of Use constitute the entire agreement between you and us regarding this website. These Terms of Use supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us regarding this website. No modification of these Terms of Use will be effective unless we authorize it.

### Address of Record

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