

Collection of Personal Data Statement and Privacy Policy

(“Personal Data Privacy Statement”)

Startup Spirit Limited “The Company” respect your privacy and will comply with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”) to collect, use and process your personal data and “personal data” in this Personal Data Privacy Statement has the same meaning as “personal data” in the Ordinance. You shall read this Personal Data Privacy Statement carefully so as to ensure that you fully and clearly understand the contents herein.

Collection of Personal Data Statement

1. The Company may collect your personal data in several ways whenever The Company provide the Services to you, The Services shall mean the media platform(s) (including The Company’s website, <https://www.startuptvhk.com> (“Our Website”)), application(s) (including mobile device application), membership registration/registered user, personalization services, classified post, promotion, games and/or any other products/services (if any) provided by The Company.
2. Whenever you use the Services, which may include access to Our Website, use or download of any downloadable software or submission of contents via Our Website, you are deemed to have read the Personal Data Privacy Statement and agree to allow The Company to collect, use and/or process your personal data in accordance with the Personal Data Privacy Statement.
3. The Company will collect your personal data which includes your name, working company, email address, date of birth, gender, age, occupation, contact phone number, postal address, personal income, education level or credit card information.
4. For security reason and Services need, The Company will collect some other information from you, such as the place of residence and working company, nickname, login password, answers to two questions for login password and personal assets. In addition, Our Website will, by means of Cookie, automatically receive and record general information about users and internet protocol address from your computer and browser.

Purpose of collection and use of personal data

5. The company will collect your personal data for the following purposes:
 1. provision and administration of the Services to you;
 2. processing the application for membership or registered user and administration of the members' /registered users' account;
 3. identifying and verifying your identity to ensure that you have the right to use the Services;
 4. conducting follow-up and handling all the matters in relation to the Services, such as contact, enquiry and complaint;
 5. carrying out promotion and providing you with new information and other information (including notifying you The Company's goods/services);
 6. conducting survey, data analysis or carrying out research to enable The Company to understand your or other users' needs, upgrading or improving the quality of Services, business development and customization of the Services;
 7. investigation of complaints or claims;
 8. registration and administration of the promotional activities, games or competition conducted by The Company alone or together with other third party;
 9. consolidation of other information to carrying out analysis for exploring business opportunities or introducing the Services to any potential business partner, advertiser or third party and all the related purposes;
 10. prevention and detection of crime and for disclosure or assistance in accordance with the legal (such as court order) or regulatory authority requirement;
 11. all other matters in relation to the daily operation of The Company;
 12. collection and preparing statistics the users' data via Cookie for administration and improvement of the Services; and
 13. protection of The Company's interest and for all the matters in relation to the above-mentioned purposes.
6. Whenever you are requested by The Company to provide your personal data, you have the right to decide as to whether you should provide your personal data to The Company but are not obliged to do so. If you do not provide The Company with the requested information or if the information provided by you is inadequate or inaccurate, The

Company may not be able to provide you with the Services and you may be unable to enjoy the Services.

Disclosure/transfer of Personal Data

7. The Company will not sell your personal data to any third party, but The Company will disclose or transfer your personal data to its associated companies/ operational partners for provision of the Services and/or direct marketing purpose and your personal data may be retained for such period as may be necessary for verification and record purposes.
8. The Company will also disclose or transfer your personal data under the following circumstances:
 1. Business Parties and Sponsors

The promotions, games or other activities (the “activity”) organized by The Company may be co-organized or sponsored by the third party (the “Business Partners”). The Company may disclose or transfer your personal data to the Business Partners for any of the stated purposes and your personal data may be retained for such period as may be necessary for verification and record purposes, but you will be notified in advance, and you shall refer to the specific Terms and Conditions for that particular activity. If you do not want your personal data be disclosed or transferred to the Business Partners, you shall not participate in the activity.

In addition, in some activities, The Company may ask you whether you wish to receive the Business Partners’ information (including but not limited to promotional materials), and if you have signified your agreement, The Company will disclose or transfer your personal data to the Business Partners to enable them to satisfy your demand. However, as the Business Partners have their own collection of personal data and privacy policy (the “Business Partners’ Privacy Policy”), you should read over the Business Partners’ Privacy Policy before making decision. In any event, The Company shall have no liability or responsibility in relation to the use of your personal data by the Business Partners.

2. Potential business partners or sponsors

The Company may disclose or transfer the statistic results about you and other users (which will not include your personal data sufficient for identification) to the potential business partner or sponsor or other third party, for exploring business opportunities or business development.

3. Others

If someone may have committed breaches of The Company's "Terms and Conditions of Use", or if interests of The Company may have been prejudiced or impeded, or if someone may have been suffered loss by reason of your or other user's improper act (whether with or without intent) (such as infringement of other party's intellectual property by you) or you may have been involving in unlawful act, and The Company is of the opinion that disclosure of your personal data will contribute to the identification, contact or instituting any legal action against you or other users, The Company will disclose or transfer your personal data to the related person. In addition, The Company will disclose your personal data according to the requirement of regulatory authority to which The Company is subject, or legal requirement.

Access to and correction of personal data

You have the right to access to and request for correction of your personal data in accordance with the provisions of the Ordinance. Any request shall be made in writing to The Company at sales@startuptvhk.com

Direct Marketing

The Company may use your personal data for direct marketing, but The Company will not use your personal data for direct marketing unless and until you consents (or indicate that you have no objection) thereto.

However, if you do not wish The Company to use your personal data for direct marketing, please make written request by email to sales@startuptvhk.com.

Security

The Company will keep your personal data confidential.

Your membership account or other registered account (if any) are password-protected and you are solely responsible for the security of your login password and the information contained in the account. The Company will not, without your prior consent, ask for your login password via telephone or email, and you should not disclose your login password to any third party. In addition, you are reminded that you shall sign out of your account and

close the window of the browser after using the Services so as to prevent others from having access to your personal data.

Privacy Policy

The Company shall comply with the requirements under the Ordinance, and shall endeavour to maintain the security and confidentiality of your personal data.

However, if you are under 18 (or person under disability incapable), you shall not provide your personal data to The Company unless and until you have obtained your parent's or guardian's consent, and as The Company will collect the users' access information via Cookie, and you can choose not to accept Cookie, but such act may affect certain functioning of The Website.

If there is any inconsistency or conflict between the English version and the Chinese version of the Personal Data Privacy Statement, the English version shall prevail. For enquiry, please email to sales@startuptvhk.com.

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收集個人資料聲明及私隱政策

(“私隱政策聲明”)

初創傳動有限公司(統稱,“本公司”)尊重你的私隱,並會遵守《個人資料(私隱)條例》

(香港法例第 486 章)(“該條例”)的規定收集、使用及處理你的個人資料,而本私隱政策聲明中所指之“個人資料”具有該條例賦予“個人資料”之相同涵義。請你詳細閱讀本私隱政策聲明並確保清楚及完全明白內容。

收集個人資料聲明

1. 本公司向你提供“服務”時可能以多於一種方法及途徑向你收集個人資料。“服務”是指由本公司所提供的媒體平臺(包括本公司網站 [https:// www.startuptvhk.com](https://www.startuptvhk.com) (“本網站”))、應用程式(包括流動應用程式)、會員登記/登記使用者、個人化服務、推廣優惠活動、遊戲及/或其他產品/服務(如適用)。
2. 當你使用服務,包括登入本網站流覽、使用或下載可供下載軟體或透過本網站向本公司提供資料時,即表示你已閱讀私隱政策聲明及同意本公司可按私隱政策聲明收集、使用及/或處理你的個人資料。
3. 本公司向你收集的個人資料可包括你的姓名、隸屬公司名稱、電郵地址、出生日期、性別、年齡、職業、聯絡電話、郵寄位址、個人收入、教育程度或信用卡資料。
4. 本公司會因網上保安或服務需要向你收集其他資料,包括你所居住/工作的地區、昵稱、登入密碼、有關登入密碼之兩條提示問題的答案和個人資產等。此外,本網站會自動以 Cookie 從你的電腦及流覽器上自動接收及紀錄一般訪客資料及網路協定位元址(Internet Protocol Address)。

收集和使用個人資料的目的

5. 本公司向你收集的個人資料會用於以下用途:
 1. 執行及管理本公司向你提供的服務;

2. 處理申請會員登記或登記用戶及管理你的會員/登記戶口；
 3. 識別及核實你的身份以確定你有權享用服務；
 4. 跟進及處理與服務有關事宜，如聯絡、查詢及投訴；
 5. 進行推廣優惠活動及向你提供新資訊和消息(包括通知你有關本公司之產品/服務的資訊)；
 6. 進行問卷調查、資料分析或研究，以助本公司瞭解你及其他使用者的需要、提升或改善服務素質、發展業務及設計合適的服務；
 7. 調查投訴或申索；
 8. 登記及管理本公司或本公司與第三者舉辦或推廣之活動、遊戲或比賽；
 9. 與其他資料合併進行分析及統計以開拓本公司業務或向潛在商業合作夥伴、廣告商及其他第三者介紹本公司的服務及相關用途；
 10. 防止及偵測罪行及根據監管機構或法例(如法庭命令)要求作出披露及協助；
 11. 與本公司日常營運或運作有關的目的；
 12. 透過 Cookie 收集及統計訪客一切資料以便管理及改善服務；及
 13. 保障本公司利益及任何與上述事項相關的目的/用途。
6. 當本公司要求你提供個人資料時，你有權自行決定是否提供而不一定要提供。但若你未能提供所需資料或所提供的資料不足或不正確，本公司未必可以向你提供服務，而你亦可能無法享用服務。

披露/轉移個人資料

7. 本公司不會將你的個人資料出售給任何人，但本公司會將你的個人資料披露或轉移予營運夥伴公司，以便提供服務及/或作直接促銷/推廣用途，並將在適當期間保留該等個人資料作核實及記錄用途。
8. 本公司亦會在以下情況披露或轉移你的個人資料予第三者：
 1. 商業合作夥伴和贊助商

本公司所舉辦的推廣活動、遊戲或其他活動(“活動”)可能與第三者(“商業夥伴”)合辦或由商業夥伴贊助，本公司可能會將你的個人資料向商業夥伴披露，商業夥伴可就任何所說明之用途，在適當期間保留該等個人資料作核實及記錄用途。但會在收集或披露前向你明確告知，請參閱相關活動的條款或細則。如果你不同意本公司將你的個人資料作出披露或轉移給商業夥伴，你應選擇不參與該些活動。

另外，在許多活動中，本公司可能會詢問你是否願意接收商業夥伴的額外資料(包括但不限於宣傳資料)。如果你表示同意，本公司會將你的個人資料披露或轉移商業夥伴，以便他們完成你的請求。不過，由於各商業夥伴均有其獨立的收集個人資料聲明及私隱政策(“商業夥伴的私隱政策”)，請你自行閱讀商業夥伴的私隱政策才作出決定。不論任何情況，本公司不會就商業夥伴使用你的資料承擔法律責任。

2. 潛在商業合作夥伴或贊助商

本公司為了開拓業務或業務發展可能會向一些潛在商業合作夥伴或贊助商或其他第三者披露或轉移你及其他使用者之統計資料(但不會包含以供第三者識別你的身分的個人資料)。

3. 其他情況

當有人可能違反本公司的“使用條款及細則”、損害或妨礙本公司的利益/權益或因你或其他用戶之不當行為而令他人權益受損的情況(不論是無意或是故意)(如你侵犯他人智慧財產權)或涉及違法行為，只要本公司有理由相信披露你的個人資料有助辨識、聯絡或對你或任何人士採取法律行動時，本公司會將你的個人資料披露給相關人士。此外，本公司會根據對本公司具有約束力的監管機構或其他法例要求披露你的個人資料。

查閱及改正資料

你有權根據私隱條例之條文查閱及要求改正本公司所持有你的資料。有關查閱及改正要求應以書面形式向本公司提出，請電郵至 sales@startuptvhk.com。

直接促銷活動

本公司可能會擬使用你的個人資料作直接促銷，但本公司未獲得你的同意(或表示不反對)前，則不會使用你的個人資料作直接促銷之用。

如你不願意你的個人資料被本公司用作直接促銷，你可電郵至 sales@startuptvhk.com 提出書面要求。

保安

本公司會將你的個人資料保密處理。

私隱政策

本公司承諾遵守該條例的規定，並對你的個人資料盡力做好保安及保密方面工作。

不過，如你未滿 18 歲(或為無行為能力的人)，你不應向本公司提供任何個人資料，除非已取得你的父母或監護人同意，而因本公司會透過 **Cookie** 收集訪客資料，你可更改設定選擇『不接受』**Cookie**，但可能會影響部份本網站的正常運作。

私隱政策聲明中的中、英文版本有任何抵觸/衝突，須以英文版本為準。如有任何疑問，請電郵到 sales@startuptvhk.com。

Terms and Conditions of Use

Last Updated: 16 Dec 2019

The following terms and conditions of use (the “Terms of Use”) apply to your use of the Services (as defined in clause 1 below) provided by Startup Spirit Limited and its successors and/or its associated companies (collectively, “Our Company”). Please read carefully the Terms of Use before you use the Services. By using the Services, you are deemed to have read and agree to be bound by the Terms of Use. If you do not accept the Terms of Use, you must not use the Services.

Our Company reserves the right to change, modify and/or make addition to the Terms of Use at any time, and the updated version of the Terms of Use (the “Updated Version”) will be uploaded/posted on the Company’s website namely <https://www.startuptvhk.com> (“Our Company’s Website”). If you do not accept any Updated Version, you must cease to use the Services. You are obliged to review the Updated Version at Our Company’s Website regularly, and by using the Services following the posting of the Updated Version, you are deemed to agree to be bound by the Updated Version. Some of the Services (such as promotion activities) may be further subject to additional terms and conditions (“Additional Terms”), and by using such part of the Services, you are deemed to have agreed to be bound by the applicable Additional Terms. If you do not agree to the Additional Terms, you must cease using that particular part of the Services. If there is conflict between the Terms of Use and the Additional Terms, the Additional Terms shall prevail.

Our Company may change or discontinue (permanently or temporarily) the Services (in whole or in part) at any time and without giving notice to you, and in any case, Our Company shall have no responsibility or liability in relation to any modification or discontinuance of the Services.

1 Description of the Services

1.1 The Services mean the media platform(s) (including Our Company’s Website), application(s) (including mobile device application(s)), membership registration/registered user, personalization services, promotion, games and/or any other products/services currently provided by, and to be provided in the future by Our Company.

1.2 Our Company may from time to time add new Service(s) or remove some of the Services as it may be necessary for the business development.

2 Use of the Services and Restrictions

- 2.1 If part of the Services shall only be specifically used by persons who are 18 years of age or above and you are under 18 (or person under disability), you shall not use that part of the Services until your parents or guardians have accepted the Terms of Use.
- 2.2 You must pay all the fees chargeable by telecommunications services provider or internet services provider in your use of the Services, if required.
- 2.3 Part(s) of the Services may require subscription or payment of fees (collectively, the “Service Fees”) to enable you to have access to, you agree to pay the Service Fees in advance before using that part of the Services. If you have failed to pay the Service Fees, Our Company will immediately terminate your right to use that particular part of the Services. Our Company reserves the right to adjust or revise the Service Fees or introduce new fees.
- 2.4 Our Company may require you to register or register as member to use the Services or any part thereof, and you agree to comply with Our Company’s request for registration of information/personal data so as to use the Services or the relevant part thereof. You represent and warrant that all registration information or personal data provided by you through the Services are true, accurate and complete, and you agree that Our Company has the absolute discretion to refuse any registration application (e.g. involving any illegal act or abuse of use or incorrectness, inaccuracy and/or incompleteness of the registration information/personal data) or to immediately terminate your right to access to or use the Services or the relevant part of the Services. Please read “Privacy Policy Statement” of Our Company. Our Company will collect, use and process your personal data in accordance with the Personal Data Privacy Statements, and by using the Services, you are deemed to have read and agree to be bound by the Personal Data Privacy Statements.
- 2.5 If you are issued with a login password (the “Login Password”) for access to or use of the Services, you agree not to disclose the Login Password to any third party nor to allow any third party to use the Login Password. You must keep secret of the Login Password and shall be solely responsible for all liability arising out of the activities/act done by your use of the Login Password. If you discover any improper use of the Login Password by any third party, you should notify Our Company immediately, but in any event, Our Company shall not have any legal liability due to any misuse of the Login Password.
- 2.6 You agree and warrant not
 - 2.6.1

to use the Services for any illegal purpose, or for the purposes of infringing third party's rights (including but not limited to privacy and intellectual property rights), or adversely affecting Our Company's reputation (or the reputation of Our Company's business partners, sponsors, advertisers or content providers);

2.6.2

to reproduce, copy, sell, license, transmit, upload, publish/post, distribute, let, broadcast, modify, adapt, translate, create derivative works, reverse engineer or otherwise change or dispose of the Services (whether in whole or in part, including but not limited to any code, software, application, text, image or trademark);

2.6.3

to interfere or damage the Services (whether the contents, system or software) and also disrupt or obstruct the operation of the Services and to introduce a virus on the Services;

2.6.4

to use the Services to upload, publish, distribute, post or make available any content that will infringe the intellectual property rights (including but not limited to copyright and trademark) or other proprietary rights of any third party;

2.6.5

to use the Services to collect, use or store the personal data of any third party or any user for any purpose, nor to compile, repackage or otherwise use in contravention of the Terms of Use, distribute or provide to any third party any content, information or data obtained or extracted from the Services;

2.6.6

to assign or transfer your right or interest in the Services (including the right to access to or enjoy any paid service of the Services) to any third party, whether or not it is monetary consideration; and

2.6.7

in the course of using the Services, infringe the rights of, or restrict or inhibit the use and enjoyment of the Services by any third party or do/make any disturbing,

threatening, violent and immoral act or any pornographic or defamatory comments, or any act involving engagement in any unlawful conduct which may harass or cause distress or inconvenience to any third party.

- 2.7 You agree and understand that whenever you use the Services, Our Company will collect and use the technical data/related information and the information in connection with your device, system, application and software, including but not limited to Universally Unique Identifier (abbreviation UUID), location information, browsing record, device model no. and version so as to provide you with the software updates, product support and other services (if any).

3 Submission of Contents

- 3.1 Part(s) of the Services allows you to upload, post, add or provide contents/information (“Your Content”), and you represent and warrant that you are the sole owner and own the copyright and other intellectual property right of and in Your Content absolutely.

- 3.2 You agree and warrant that your provision of Your Content through the Services:

(a)

will not contravene any applicable laws or regulations, will not infringe the intellectual property right or other right or interest of any third party (including but not limited to copyright, patent, trademark, privacy right or trade secret), and will not involve the personal data of any third party (including but not limited to name, identity card number, passport number, residential address, office address, email address or internet link/website); and

(b)

does not contain any content which is illegal/unlawful, offensive, threatening, violent, abusive, obscene or indecent, pornographic, immoral, defamatory or libelous, false, misleading, discriminatory or instigating (whether relating to racial, sex, family status or disability).

- 3.3 You agree that you shall be solely responsible for Your Content that you upload, post, provide or otherwise make available via the Services.
- 3.4 With respect to Your Content provided by you through the Services, you agree to grant an irrevocable, perpetual, worldwide, royalty-free, sub-licensable and unconditional right to Our Company to use, store, reproduce, copy, post, transmit, distribute, publish, publicly display/disclose, modify, translate and/or adapt

(including creation of derivative works) Your Content (in whole or in part) in any manner on the Services, Our Website or the newspaper(s), publication(s), social media platform(s) and/or application(s) owned and/or operated by Our Company and other media platforms, websites or publications not owned by or belonging to Our Company, or for the purpose of promoting and advertising the Services and any other related purposes, without giving notice to you or attribution. You hereby irrevocably and unconditionally waive your moral right of and in Your Content or other right with respect to attribution of authorship regarding Your Content. You also agree to unconditionally grant other user(s) the right to access to or view Your Content through the Services. Our Company has the absolute discretion as to the use of Your Content for the above purposes, and has the absolute right to decide as to the use and publication of Your Content.

- 3.5 You agree and warrant to indemnify Our Company and its directors, employees and agents from and against any and all cost, loss, damage, third party's claims and expense arising out of the use of Your Content by Our Company.
- 3.6 You agree that clauses 3.4 and 3.5 hereinabove shall survive your cessation of use of the Services.
- 3.7 Our Company has absolute right to delete/remove or refuse Your Content at any time without giving notice or reason to you and without any legal liability and shall be entitled to claim against you for all loss suffered therefor. °
- 3.8 If Your Content contains any personal data, Our Company will use your personal data in accordance with the Personal Data Privacy Statements. °

4 Advertising or third party's contents

- 4.1 Advertising or Third Party's Contents" means the contents, information or services provided by any person other than Our Company, and such person may include but without limitation to the advertiser(s), sponsor(s), business partner(s) or other content provider(s).
- 4.2 The Services may include Advertising or Third Party's Contents. Our Company does not control over the contents of the Advertising or Third Party's Contents and no representations, warranties and endorsement as to the accuracy, completeness and/or reliability of the Advertising or Third Party's Contents shall be given by the Company and shall not assume any liability in respect thereof. You agree and understand that the activities or transactions carried out by you upon your reliance on the Advertising or Third Party's Contents are solely between you and such

advertiser/third party, so you shall be solely responsible for the risks involving in such transactions and activities, and Our Company shall not be liable for any loss and damage of whatsoever nature in connection therewith.

- 4.3 The trade description of goods or services specified in or applied to the Advertising or Third Party's Contents is made by the advertiser or the related person, but not by Our Company. °

5 Intellectual Property Rights

- 5.1 Unless otherwise specified, the Services, and all of the contents contained or included in the Services (including but not limited to text, image, video, user interface, design, patent, trademark, service mark and business name), and the software or application used in the Services are the property of Our Company, its licensors, product/service suppliers and/or content providers, and are protected by intellectual property laws (including copyright, patent, trademark and/or other proprietary rights and laws).
- 5.2 Where the Services contain downloadable software (the "Downloadable Software") (such as mobile device application), you agree and warrant not to download, install nor use the Downloadable Software on or into any device that is not owned by you or is not in your lawful possession, nor to preload the Downloadable Software on any device or system which will be offered for sale or lease in the market. In addition, you agree and understand that Our Company has no obligation whatsoever to furnish any maintenance or technical support services with respect of the Services or the Downloadable Software.
- 5.3 You acknowledge and agree that you do not own the Downloadable Software and applications by installed or downloaded by you through the Services.

6 Links

- 6.1 The Services (and the Advertising or Third Party's Contents contained in the Services) may contain links (the "Links") to the other website(s), application(s), device(s), system(s) or service(s) platform(s) operated or owned by third party's companies (the "Third Party Platforms"). Our Company shall not be responsible or liable for the contents, product/services available at or operation of the Third Party's Platforms, and does not endorse, recommend or warrant (whether express or implied) the contents, products/services or their quality provided at the Third Party Platforms, and you agree to bear the possible risks arising from having access to the Third Party Platforms.

- 6.2 You shall read the terms of use and privacy policy applicable to such Third Party's Platforms.
- 6.3 You agree that Our Company shall not be responsible or liable for any direct or indirect loss and damage suffered by you due to the availability of the Links, or in connection with any transaction conducted by you (including but not limited to payment and purchase/service order) or any actions taken by you upon your reliance on or use of the Third Party Platforms.
- 7 Disclaimer and Limitation of Liability
- 7.1 The information/contents contained or provided in the Services shall only be for reference purpose, and shall not constitute any legal, financial, investment, securities, property, medical, other professional or transactional advice/suggestion, nor advice for any transaction or betting. Our Company shall not be responsible or liable for the omission, inaccuracy of, or outdated information/contents, and you agree to use the Services at your own risk.
- 7.2 The Services are provided on an "as-is" and "as available" basis. To the fullest extent permissible by applicable law, you agree that Our Company disclaims all representations or warranties of any kind, whether express or implied, including but not limited to merchantability, fitness for a particular purpose or non-infringement of the Services. No oral or written information provided by Our Company shall create a warranty, therefore you shall bear the risk in connection with your reliance on such information or advice.
- 7.3 Our Company does not warrant nor represent that the Services is available or permissible for use in a place outside the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), and you agree to comply with all applicable local laws in use of the Services outside Hong Kong.
- 7.4 Our Company makes no warranty nor representation that your use of the Services will not be interrupted or delayed, or the Services will be correct/accurate, timely, complete, reliable, error-free or without omission, or such error/omission will be corrected, or the Services and its related software, system, application, tools, Downloadable Software or server (collectively, "Services' Related Programs") will be free from viruses/bugs or defects, or the Services will meet your requirements or expectations. You agree that Our Company assumes no liability (whether tort or contract or otherwise) for any loss or damage arising from or in connection with any interruption, delay, viruses/bugs, defect (including but not limited to computer, the Services' Related Programs or network system), errors, omission or the suitability, timeliness, completeness, reliability or effectiveness of the use of the Services or

from any decision, action or non-action based on or in reliance on the Services and you agree to use the Service and/or the Services' Related Programs at your own risk.

- 7.5 Our Company makes no warranty nor representation that the quality, function and safety of the products, services or other items of thing purchased or acquired by you through the Services will meet with your requirement or expectation, and Our Company shall not be liable for any repair, maintenance or installation of the said products, services or other items of things (unless particularly specified otherwise). Our Company shall not be responsible or liable for any litigation, claims or demands arising out of the contents provided, submitted or uploaded by any user of the Services or any third party.
- 7.6 7.6 Our Company makes no warranty nor representation that the Services and/or the Services' Related Programs will be compatible with all equipment (hardware or software) which you may use. You agree that Our Company shall have no liability in relation to any loss and damage caused to the relevant device (including but not limited to mobile phone and tablet computer), computer system, software, equipment, information, data or other properties suffered by you or any third party arising out of or in connection with your use, downloading, installation or access to the Services and/or the Services' Related Programs, and you also agree to download, install or use the Services in any manner at your own risk. In any event, Our Company is not responsible or liable for any inability to obtain access to, or to use, the Services due to the delay, failure or omission caused by the relevant internet network or telecommunication service providers.
- 7.7 Our Company is not responsible or liable to you for any loss and damage arising from or in connection with any delay, non-delivery/unavailability or interruption of the Services due to a Force Majeure Event. For the purpose of the Terms of Use, "Force Majeure Event" means any unforeseeable or unavoidable event or any circumstances over which Our Company has no control, including but not limited to hacker attack, illegal system invasion, virus infection, network problem, an Act of God, war, invasion, act of foreign enemy hostilities, civil war, rebellion, riots, civil commotion or strikes.
- 7.8 Under no circumstances, including but not limited to negligence, Our Company shall be liable for any direct, indirect, compensatory, consequential, incidental, special or punitive damages or any damages whatsoever loss and damage arising out of or in connection with your use of the Services, inability to use the Services, submission of Your Content via the Services, the products/services obtained through the Services (including but not limited to lost profit, loss of data, loss of goodwill,

business interruption or computer failure or malfunction), and you shall be solely liable for all the loss.

7.9 To the fullest extent permissible by applicable law, you agree that the total liability of Our Company arising from the Services shall not exceed the total amount of the Services Fees you paid.

8 Indemnification

8.1 You agree to indemnify Our Company, its directors, employees and agents and hold Our Company, its directors, employees and agents harmless from and against any loss, damage, liability, cost (including but not limited to legal costs), or third party's claim or demand arising from or in connection with your use of the Services, your breach of the Terms of Use, your provision of Your Content, your violation of any applicable law or infringement of third party's rights (including but not limited to intellectual property rights).

9 Termination

9.1 If you do not agree or accept the Terms of Use, your right to use of the Services will be terminated without notice to you.

9.2 Upon happening of any of the following event, Our Company has the absolute right to terminate, suspend or limit your use of the Services or any part thereof (including but not limited to closure or deletion of your registered account/Login Password) at any time and without giving notice or reason to you;

9.2.1 You have breached or have not complied with any one or more of the terms of the Terms of Use;

9.2.2 You have misused Services or abused the use of the Services;

9.2.3 You have failed to pay the Service Fees or any amount payable by you;

9.2.4 Happening of any Force Majeure Event; or

9.2.5 At any time or in any circumstance that Our Company thinks fit.

9.3 Our Company shall have no responsibility or liability in relation to any termination, suspension or limitation of your use of the Services or any part thereof for whatever reasons. You are not entitled to make any claims or demands of any kind whatsoever against Our Company, nor to a refund of the Service Fees paid by you (if any).

10 Others

10.1 Nothing in the Terms of Use and provision of the Services, express or implied, are intended to or shall confer upon any person, other than you, any right, benefit or

remedy of any nature whatsoever. Any person (other than you) shall have no right to enforce any term of the Terms of Use pursuant to any law and/or any legislation which is currently, or will be, enacted, amended or implemented.

- 10.2 Our Company has the right to assign or transfer any of its rights or obligations in the Services and/or under the Terms of Use to any third party without giving notice to you.
- 10.3 If any clause of the Terms of Use (or any part thereof) is found to be wholly or partially invalid or unenforceable for any reason or in violation of any applicable law, such clause (or the relevant part thereof) shall be deemed deleted, and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use (or the remaining part of the affected clause), which shall continue to be valid and binding.
- 10.4 Our Company's delay or failure to exercise any of its rights under the Terms of Use shall not be considered as a waiver of Our Company, and shall not preclude Our Company to further exercise such rights in the future.
- 10.5 The Terms of Use shall be construed in accordance with and governed by the laws of Hong Kong, and Hong Kong court has the exclusive jurisdiction to resolve the disputes of the Terms of Use and the Services.
- 10.6 If there is any inconsistency or conflict between the English version and the Chinese version of these Terms of Use, the English version shall prevail.