

# 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:

3.2.1 (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

3.2.2 (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 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.

## 使用條款及細則

更新日期: 2018 年 1 月 30 日

以下使用條款及細則（“本條款”）在閣下使用由初創傳動有限公司及其繼承者及/或其關聯公司（統稱，“本公司”）所提供的『本服務』（於第 1 條中所界定者）時適用。請你在使用本服務前仔細閱讀本條款，你使用本服務即表示你已閱讀本條款及同意受其約束。如你不接受本條款，你必須停止使用本服務。

本公司保留隨時修改、變更及/或增加本條款之權利，並會將更新版本（“更新版本”）上載/刊登於本公司網站 <https://www.startuptvhk.com>（“本公司網站”），如你不接受本條款之任何更新版本，你必須停止使用本服務。你有義務定期流覽本公司網站的更新版本，你在更新版本刊登後使用本服務即代表你同意受制于更新版本。此外，本服務某些部份（例如推廣優惠活動）亦可能會受附加條款（“附加條款”）所規限，你使用該部份即表示你同意受制於適用的附加條款。如你不同意附加條款，你必須停止使用該部份服務。如本條款與附加條款有任何抵觸/衝突，須以附加條款為準。

本公司可在任何時候及在無須要向你發出通知情況下變更或中止（永久性地或暫時）本服務（全部或部份），而在任何情況下，本公司不會就本服務的任何變更或中止承擔法律責任。

### 1 本服務的描述：

- 1.1 本服務指由本公司于現時及將來所提供的媒體平臺（包括本公司網站）、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。
- 1.2 本公司會按業務發展須要不時加入新增服務或削減部份服務。

## 2 本服務的使用及限制：

- 2.1 如部份本服務指明只允許 18 歲或以上人士使用，而你未滿 18 歲（或為無行為能力的人），你必須在你的父母或監護人同意本條款後才可使用該部份 的本服務。
- 2.2 就你使用本服務，你須要自行支付相關電訊服務供應商或互聯網服務提供者所收取的費用(如須要的話)。
- 2.3 部份本服務可能須要向你收取訂閱費或其他費用(統稱“使用費”)，你同意會支付使用費後才使用該些部份。如你未有支付使用費，本公司將立即中止你可使用該部份的許可權。本公司保留隨時調整或修改使用費或提出新收費之權利。
- 2.4 本公司可能會要求你登記資料或登記成為會員後才可使用本服務或其有關部份，你同意會按照本公司的要求登記資料/個人資料以使用本服務或其有關部份。你聲明及保證你透過本服務所提供的登記資料及個人資料均屬真確、準確及完整，並同意本公司有絕對酌情決定權拒絕任何登記申請(例如涉及不合法行為或濫用或登記資料/個人資料錯誤、不準確及/或不完整)或中止你使用本服務或其有關部份的許可權。請細閱本公司之《私隱政策聲明》，本公司會根據私隱政策聲明收集、使用和處理你的個人資料，你使用本服務即表示你已閱讀及同意受制私隱政策聲明。
- 2.5 如你獲發使用本服務的登入密碼（“登入密碼”），你同意不向他人披露登入密碼或容許他人使用登入密碼。你必須將登入密碼保密，並且須承擔因使用登入密碼所進行的活動/行為之全部責任。如你發現登入密碼被第三者不正當地使用，你應立即通知本公司。無論如何，本公司不會就任何不當地使用登入密碼承擔法律責任。
- 2.6 本公司謹允許你使用本服務作私人及非商業用途，及你必須嚴格遵照本條款（及適用的附加條款)所規定及/或按本公司所有指示使用本服務。
- 2.7 你同意及保證不會：

- 2.7.1 使用本服務作任何非法目的，或侵害他人權益(包括但不限於私隱及智慧財產權)、或負面影響本公司(或本公司商業合作夥伴、贊助商、廣告商或內容供應者)的聲譽；
- 2.7.2 複製、拷貝、出售、特許他人使用、轉載、上載、刊登、發佈、出租、廣播、修改、改編、翻譯、製作衍生品、進行逆向工程或以任何方式更改/處置本服務(全部或部份，包括但不限於任何編碼、軟體、應用程式、文字、圖片或商標)；
- 2.7.3 干擾或破壞本服務(不論是內容、系統或軟體)、妨礙或阻礙本服務的運作及把病毒引入於本服務中；
- 2.7.4 不會把本服務用作上載、刊登、分發、張貼或提供任何侵犯他人智慧財產權(包括版權及商標)或其他所有權之任何內容；
- 2.7.5 透過本服務收集、使用或儲存其他人士或使用者的個人資料作任何用途，亦不會從本服務內提取任何內容、資料或資料進行編制、重新包裝或進行其他違反本條款的使用或傳播或向第三者提供；
- 2.7.6 轉讓或移轉你於本服務中獲得的權利或權益(例如進入或享用收費服務的權利)予第三者(不論是否以金錢作為代價)；及
- 2.7.7 在使用本服務時侵犯或限制或妨礙任何第三者使用及享用本服務之權利，或作出任何滋擾、恐嚇、暴力、不道德的行為或任何色情或誹謗的言論，或涉及參與任何非法行為對任何人造成騷擾或引起不快或不方便的行為。
- 2.8 你同意及明白，當你使用本服務時本公司會收集及使用技術上的資料/資料及有關你所使用的裝置、系統、程式及軟體的資料，包括但不限於通用唯一識別碼 (Universally Unique Identifier，簡稱 UUID)、位置資訊、流覽記錄、裝置型號和版本，以便向你提供軟體更新、產品支援及其他服務(如有)。

### 3 內容提交：

- 3.1 部份本服務可讓你上載、刊登、加入或提供內容/資料(包括但不限於文字、相片或影片) (“你的內容”)，你聲明及保證你是唯一的擁有人並絕對擁有你的內容的版權及其他一切智慧財產權。
- 3.2 你同意及保證你透過本服務提交你的內容：
- 3.2.1 不會違反任何適用法律或法規、不會侵犯他人智慧財產權或其他一切權利或權益(包括但不限於版權、專利、商標、私隱或商業機密)及不會涉及第三者的個人資料(包括但不限於姓名、身份證號碼、護照號碼、住宅地址、辦公室位址、電郵位址或互聯網的連結/網址)；及
- 3.2.2 不會含有非法/不合法的、攻擊性的、威脅性的、暴力的、辱罵性的、淫褻/不雅的、色情的、不道德的、誹謗性的/中傷的、錯誤的、誤導性的、歧視性或煽動性的(不論涉及種族、性別、家庭崗位或殘疾)的內容。
- 3.3 你同意你須自行承擔提供你的內容的法律責任。
- 3.4 就你透過本服務提交你的內容，你同意授予本公司一項不可撤銷的、永久性的、全球通用的、免使用費的、可再授特許的及不附有條件的權利，以任何方式使用、儲存、複製、拷貝、刊登、轉載、分發、發佈、向公眾發放/披露、修改、翻譯及/或編輯(包括製作衍生作品)你的內容(全部或部份)於本服務、本網站或本公司之任何報章、刊物、社交媒體平臺及/或應用程式或其他非本公司媒體、網站或刊物內，或用作宣傳和推廣本服務或用於任何其他目的或用途，而無須要向你發出通知或署名。你同意僅此不可撤銷及無條件地放棄你的內容之精神權利或署名權。你亦同意無限制條件地授予其他使用者可以通過本服務或本網站流覽你的內容。而且，本公司對使用你的內容於上述用途有絕對酌情決定權，並有絕對權力決定是否使用及刊登你的內容。
- 3.5 你同意及保證就本公司因使用你的內容而產生或招致的任何及全部費用、損失、損害、第三者申索或開支彌償本公司及其董事、雇員及代理人。
- 3.6 你同意以上第 3.4 條及第 3.5 條於你終止使用本服務後仍然有效。

- 3.7 本公司有絕對權利在任何時候刪除/移除或拒絕你的內容而無須向你發出通知或給予理由及無須承擔任何法律責任，並可向你追討一切相關的損失。
- 3.8 如你的內容涉及個人資料，本公司將會根據私隱政策聲明使用你的個人資料。
- 4 廣告或第三者內容：
- 4.1 “廣告或第三者內容” 指本公司以外的任何人士所提供的內容、資訊或服務，該等人士可包括但不限於廣告商、贊助商、商業合作夥伴或其他內容提供者。”
- 4.2 本服務可包含廣告或第三者內容。本公司並無控制廣告或第三者內容的內容，及不會就廣告或第三者內容及其任何部份的真確性、完整性及/或可靠性作出任何保證、陳述及聲明，亦不會承擔任何法律責任。你同意及明白因你依賴廣告或第三者內容而進行的交易或任何活動，純屬你與廣告商或第三者之間的交易或活動，你必須自行承擔一切風險。凡因此類交易或廣告或第三者內容而產生任何性質的損失或損害，本公司不會承擔法律責任。
- 4.3 廣告或第三者內容所載或適用之商品說明或服務說明由均由廣告商或相關人士作出，並非本公司。
- 5 智慧財產權權利：
- 5.1 除另有指明外，本服務、本服務的內容(包括但不限於所有文字、圖片、視頻、使用者介面、設計、專利、商標、服務標章和商業名稱)及於本服務內使用的軟體或應用程式均屬本公司或本公司之特許持有人、產品/服務提供者或內容提供者之財產，並受智慧財產權法律（包括版權、專利、商標及/或其他所有權權利及法律）所保障。
- 5.2 如本服務包含可供下載軟體（“可供下載軟體”）(例如流動應用程式)，你同意及保證不會在任何不屬於你擁有或合法管有的裝置內下載、安裝或使用可供下載軟體，或預先將可供下載軟體裝入可於市場上發售或出租的裝置或系統內。此外，你同意及明白本公司並無義務就本服務或可供下載軟體向你提供任何維修或技術支援服務。
- 5.3 你確認及同意，你不會擁有透過本服務所安裝或下載的可供下載軟體及應用程式。
- 6 連結：



- 6.1 本服務(及載於本服務之廣告或第三者內容)可能載有可連結至第三者公司所運營或擁有的網站、應用程式、裝置、系統或服務平臺(“第三者平臺”)的連結(“連結”),本公司對第三者平臺的一切內容、產品/服務或營運方式不會承擔法律責任,亦不會認可、推薦、贊同或保證(不論明訂或隱含)第三者平臺的內容、產品/服務或其他質素,你同意自行承擔訪問第三者平臺可能帶來的風險。
- 6.2 你應先行閱讀適用於第三者平臺的使用條款及私隱政策。
- 6.3 你同意本公司不須就連結之提供或就你依賴或透過第三者平臺而進行的交易(包括但不限於付款及產品/服務訂購)或其他行動而產生或蒙受的直接或間接損失或損害承擔法律責任。
- 7 免責及責任限制:
- 7.1 本服務提供之資料/內容僅供參考用途,並不構成任何法律、金融、投資、證券、地產、醫療、其他行業或交易等的專業意見/建議,亦不構成任何交易或投注建議。如資料/內容有任何錯漏、不準確或過時,本公司概不負責,你同意自行承擔風險使用本服務。
- 7.2 本服務是按“現狀”及“可供用性”提供。在適用法律所允許的最大範圍內,你同意本公司排除任何有關本服務的陳述或保證(不論明示或隱含),包括但不限於可銷售性、適合特定用途的適用性及不侵犯性。本公司所提供的口頭或書面資料並不會產生任何保證,因此你須承擔依賴該等口頭或書面資料或建議之風險。
- 7.3 本公司不保證及不聲明本服務適用於或可用於中華人民共和國香港特別行政區(“香港”)以外的地區,你同意於香港以外地區使用本服務必須遵守當地適用法律。
- 7.4 本公司不保證及不聲明你使用本服務不會受到任何干擾或延誤,或本服務屬正確/準確、及時、完整、可靠、毫無錯誤或遺漏、或該等錯誤或遺漏會被修正,或本服務或本服務之相關軟體、系統、應用程式、工具、可供下載軟體或伺服器(統稱,“本服務

之相關程式” ) 並無病毒/故障，或本服務會符合你的須要或期望。你同意本公司對於因干擾、延誤、病毒、故障(包括但不限於電腦、本服務之相關程式)、錯誤、遺漏或使用的準確性、及時性、完整性、可靠性或有效性或因根據或倚賴本服務所作決定、行動或不行動而引致或蒙受的一切損失或損害不會承擔法律責任(不論是民事侵權行為責任或合約責任或其他)，而你同意自行承擔使用本服務及/或本服務之相關程式之風險。

7.5 本公司不保證及不聲明你透過本服務所購買或獲得的產品、服務或其他物品的素質、功能或安全程度會符合你的要求或期望，亦不會負責任何維修、保養或安裝事宜(除特別指明外)。本公司亦不會對由任何本服務使用者或第三者提供、提交或上載於本公司網站的內容而引起的任何訴訟、申索或要求承擔法律責任。

7.6 本公司不保證及不聲明本服務及/或本服務之相關程式可與你使用的器材(硬體或軟體)相容或你使用的器材可支援本服務及/或本服務之相關程式。你同意本公司不會就你使用、下載、安裝或進入本服務及/或本服務之相關程式而招致或引致有關的設備/裝置(包括但不限於手提電話及平板電腦)、電腦系統、軟體、器材、資料、資料或其他財產損失或損壞而承擔法律責任(包括對你本人或任何第三者)，而你同意自行承擔下載、安裝或以任何方式使用本服務及/或本服務之相關程式的風險。無論如何，你因任何相關互聯網網路或電訊服務供應商之延誤、故障或過失而未能連接到或使用本服務，本公司亦不會承擔法律責任。

7.7 本公司不會承擔因不可抗力事件而導致本服務的延遲、未能提供或故障導致你蒙受損失的責任。就本條款而言，“不可抗力事件”指不能預見或不能避免或無法控制的事件，包括但不限於駭客襲擊、非法侵入系統、病毒感染、網路問題、天災、戰爭、侵略、外國敵意行為、內戰、叛亂、暴動、暴亂、內亂或罷工。

7.8 不論任何情況(包括但不限於疏忽情況)，本公司不會就你因使用本服務、無法使用本服務、透過本服務提交你的內容及/或透過本服務取得的產品/服務而引起的任何直接

的、間接的、補償性的、後果性的、附帶性的、特殊性的懲罰性的或其他一切的損失或損害(包括但不限於任何利潤損失、資料遺失、商譽損失、業務干預或電腦損毀或停止運作)而承擔法律責任，而你同意你應自行承擔一切損失。

7.9 在適用法律所允許的最大範圍內，你同意本公司因本服務而產生之全部法律責任的上限不多於你就使用本服務而向本公司支付的服務費總額。

## 8 彌償：

8.1 就你使用本服務、違反本條款、提交你的內容或你違反任何適用法律或侵犯第三者的權利(包括但不限於智慧財產權權利)而引起或與之相關的一切損失、損害、責任、費用(包括但不限於律師費)或導致第三者提出申索或要求，你同意及承諾向本公司、其董事、雇員及代理人作出彌償，並使本公司、其董事、雇員及代理人免受損害。

## 9 終止：

9.1 如你不同意或不接受本條款，你使用本服務的權利便會終止而不會給你任何通知。

9.2 當下述任何一項情況發生時，本公司有絕對決定權於任何時間及在無須要向你發出通知或給與任何理由情況下終止、暫停或限制你使用本服務及其任何部份(包括但不限於關閉、刪除你的登記戶口/登入密碼)：

9.2.1 你違反或沒有履行本條款的一項或多於一項條款；

9.2.2 你不當使用或濫用本服務；

9.2.3 你無支付服務費或應付的款項；

9.2.4 任何不可抗力事件；或

9.2.5 本公司認為任何適當的情況或時候。

9.3 本公司不會就終止、暫停或限制你使用本服務或其任何部份(不論任何原因)而承擔法律責任，你無權向本公司提出任何性質的申索或要求，及退還你已支付的服務費(如有話)。

## 10 其他：

- 10.1 本條款及本服務的提供(不論明示或暗示)不擬及不會給予你以外的任何人士任何性質的權利、利益或濟助。除了你以外，任何人士無權根據任何法律及/或現時或將來所修訂、訂立或實施的法例強制執行本條款的任何條款。
- 10.2 本公司有權在無須要向你發出通知情況下，將本服務及/或本條款之任何權利或義務轉讓或移轉給第三者。
- 10.3 如本條款的任何條款(或其任何部份)任何原因被裁定整條或部份無效或不具可執行性或違反任何適用法律，則該條款(或有關部份)被視為刪除，但不影響其他條款(或有關條款的其餘部份)的有效性及可執行性，即本條款的其餘條款(或有關條款的其餘部份)仍然有效並具有約束力。
- 10.4 本公司未能及時行使本條款的權利不應視為放棄該權利，也不影響本公司將來行使該權利。
- 10.5 本條款的解釋及執行均按照香港之法律及法規，香港法院對本條款及本服務的爭議享有專有司法管轄權。
- 10.6 如本條款的中、英文版本有任何抵觸/衝突，須以英文版本為準。