

## Terms of Use of this Website

### 1. These Terms of Use

- (a) Please read these Terms of Use carefully as they apply to your use of this Internet site ("**Site**"). By using the Site, you agree to be bound by these Terms of Use.
- (b) We technically operate the Site. However, we exercise no editorial control over some of the Content on the Site and in some cases, other parties provide the Content on the Site or operate parts of the Site or other Internet sites you may view or access through the Site ("**Third Party Providers**").
- (c) We may revise these Terms of Use from time to time by updating this posting. The revised terms will take effect when they are posted.

### 2. Registration

- (a) You may be required to register with us in order to access certain parts of the Site ("**Sub-Portal**"). Where you are required to register:
  - (i) you must provide us with accurate, complete and updated registration information;
  - (ii) you must safeguard any user name and password which we provide to you; and
  - (iii) you authorise us to assume that any person using the Site with your user name and password is either you or is duly authorised to act for you.
- (b) You acknowledge that your use of some Sub-Portals may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:
  - (i) will apply to your use of such Sub-Portal in addition to these Terms of Use; and
  - (ii) will prevail over these Terms of Use to the extent of any inconsistency.

### 3. Services

- (a) You acknowledge that we may, at our sole discretion and with or without notice:
  - (i) vary the Site or any part of the Site (including any Sub-Portal for which you are required to register); and
  - (ii) modify or discontinue this Site, any part of the Site and the services available on it.

### 4. Fees

- (a) We reserve the right at any time to:
  - (i) charge fees; and
  - (ii) vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Site.
- (b) The introduction of charges or amendments to terms and conditions referred to in Clause 4(a) will be treated as (at our sole discretion):
  - (i) amendments to these Terms of Use; or
  - (ii) the introduction of, or amendments to, terms and conditions which govern a Sub-Portal, and you will be notified and bound by those new or amended terms and conditions accordingly.

## 5. Site Content

- (a) You acknowledge that Content on the Site is subject to copyright and possibly other intellectual property rights ("**Intellectual Property Rights**"). Unless you are expressly authorised by law, you must not yourself, or participate in or permit any other person, to, directly or indirectly:
  - (i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
  - (ii) use any Content on any other web site or in a networked computer environment for any purpose;
  - (iii) reverse engineer any Content consisting of downloadable software; or
  - (iv) otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.
- (b) Nothing you do on or in relation to the Site will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated.

## 6. Your Use of the Site

- (a) You must not Post any Content that:
  - (i) you do not have the right to post;
  - (ii) is defamatory or in contempt of any legal or other proceedings;
  - (iii) is misleading or deceptive;
  - (iv) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, sexual orientation, political inclination, origin, nationality or ethnic or national origins;
  - (v) denounces religious or political beliefs;
  - (vi) includes religious or political material which is or is likely to be offensive;
  - (vii) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
  - (viii) is of a menacing character;
  - (ix) is likely to cause annoyance, inconvenience or anxiety;
  - (x) is likely to encourage crime, public disorder, violence or hatred;
  - (xi) is likely to damage public health, safety or morals;
  - (xii) infringes any copyright, trade mark, patent or other Intellectual Property Right of another party;
  - (xiii) contains any unsolicited or unauthorised advertising or promotional material;
  - (xiv) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
  - (xv) impersonates any person or misrepresents your relationship with any party.
- (b) You must not:
  - (i) disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
  - (ii) violate any Applicable Law relating to your use of the Site; or
  - (iii) collect or store personal data about other users of the Site, unless in accordance with the Application Law.

## 7. Other User Content

- (a) The Site may contain Content uploaded, posted, emailed or otherwise electronically transmitted ("**Posted**", and to "**Post**" shall be construed accordingly) by users of the Site, including you ("**User Content**").
- (b) We do not monitor or exercise editorial control over User Content. However, we reserve the right:
  - (i) to access or examine any User Content; and
  - (ii) at our discretion move, remove or disable access to User Content which we consider, in our sole opinion to breach any Applicable Law or to be otherwise unacceptable.
- (c) In relation to any Content Posted by you, you grant us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.
- (d) You acknowledge that we may remove Content Posted by you in accordance with any applicable guidelines, such as guidelines relating to period of storage or the maximum disc space which is allotted to you.

## 8. Third Party Providers

- (a) You acknowledge that:
  - (i) parts of the Site; and
  - (ii) parts of the Content,are provided or maintained by Third Party Providers and not by us.
- (b) Your correspondence or dealings with any Third Party Provider are solely between you and that Third Party Provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings.

## 9. Links and Advertisements

- (a) We have not reviewed all of the sites linked to the Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Site (including without limitation sites linked through advertisements or through any search engines).
- (b) Some links which appear on the Site are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk.
- (c) Your correspondence or dealings with, or participation in promotions of, advertisers on the Site are solely between you and such advertisers.
- (d) We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Site.

## 10. Personal Data and Cookies

- (a) In using the Site you may give us "personal data" as defined in the Personal Data (Privacy) Ordinance. You have certain rights in this personal data. By using the Site you grant us the consent to use your personal data in accordance with our Privacy Statement (available at [www.smartcharge.com.hk/pdf/privacy\\_statement\\_eng.pdf](http://www.smartcharge.com.hk/pdf/privacy_statement_eng.pdf)).
- (b) During your use of the Site, we may issue to and request from your computer blocks of data known as "cookies". You must not alter any cookies sent to your computer from the Site and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from the Site.
- (c) We may use Third Party Providers (e.g. advertising company such as DoubleClick) to serve advertisement on the Site and other web sites. These Third Party Providers may use information (not including your name, address, email address or telephone number) about your visits to the Site and other web sites in order to measure advertising effectiveness and to provide advertisements about goods and

services of interest to you. To find out more about the use of cookies and the information-gathering practices and opt-out procedures of DoubleClick, please go to [www.google.com.hk/policies/privacy/](http://www.google.com.hk/policies/privacy/).

- (d) We may use web analytic service and tools provided by Third Party Providers (e.g. Google Analytics provided by Google, Inc.) on the Site to help us monitor and analyse visitor traffic, behaviour and statistics on the Site. To do so, Google Analytics mainly uses first-party cookies, which store non-personally identifiable information, to report to us on user interactions on the Site. For more details on Google Analytics, please visit [www.google.com/analytics/](http://www.google.com/analytics/). To find out how Google Analytics collects and processes data, please go to the site "How Google uses data when you use our partners' sites or apps" located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).

#### **11. The Use of the Site Is At Your Risk**

- (a) You use the Site at your risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. In particular, where information relating to companies, investments or securities is provided on or via the Site, such information is provided for information purposes only. You should seek your own independent advice with respect to any Content.
- (b) We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
- (c) Although we will use reasonable endeavours to maintain the Content, we do not undertake to provide support or maintenance services for the Content. We urge you to keep backup copies of Content you Post to, maintain on or use with the Site.
- (d) If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.
- (e) Without limiting the above provisions, everything on the Site is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.
- (f) If a jurisdiction does not allow the exclusion of implied warranties in accordance with Clause 11(e) but allows limitations of a certain maximum extent then we limit our warranties to that extent.

#### **12. Limitation of Liability**

- (a) We will accept no liability whatsoever for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss resulting from your access to, reliance on, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.
- (b) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with Clause 12(a) but allows a limitation of a certain maximum extent then our liability is limited to that extent.

#### **13. Cancellation of Registration**

- (a) Where you are required to register with us, you may cancel such registration at any time by notifying us.
- (b) We may cancel your registration if you do not visit the Site for an extended period of time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the spirit of these Terms of Use, or have violated our rights or those of another party.
- (c) When your registration is cancelled, you may no longer have access to Content you have Posted to, or which you keep on or via, the Site, and we may delete such material.
- (d) The provisions of these Terms of Use entitled "The Use of the Site Is At Your Risk" (Clause 11), "Limitation of Liability" (Clause 12) and "General Provisions" (Clause 15) will survive cancellation of your registration or termination of this registration.

#### 14. Notices

- (a) We will give you any necessary notices by posting them on the Site. You agree:
  - (i) to check the Site for notices; and
  - (ii) that you will be considered to have received a notice when it is made available to you by posting on the Site.

#### 15. General Provisions

- (a) If any part of these Terms of Use is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (b) These Terms of Use will be governed by the laws of Hong Kong. You irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
- (c) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site or the Content or your breach of these Terms of Use.
- (d) The English version of these Terms of Use shall prevail over any Chinese version (if any) which is provided for information purposes only.

#### 16. Definitions

- (a) "**Applicable Law**" in relation to any person, action or thing means the following in relation to that person, action or thing:
  - (i) any law, rule or regulation of any country (or political sub-division of a country);
  - (ii) any obligation under any licence in any country (or political sub-division of a country); and
  - (iii) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).
- (b) "**Content**" includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).
- (c) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (d) "**We**" or "**us**" or "**our**" means Smart Charge (HK) Limited.