

## **SB Consulting Terms of Service**

Last Updated on 9<sup>th</sup> August 2013

The terms and conditions below (the Terms of Service) govern your access to and use of SB Consulting's websites, products, and services (collectively, the "Site"). The Terms of Service constitute a legal agreement between you and SB Consulting. You agree to the Terms of Service by accessing or using the Site. Do not access or use the Site if you are unwilling or unable to be bound by the Terms of Service.

### **Definitions**

A user is someone who accesses, browses, subscribes to, or in any way uses the Site. The terms 'you' and 'your' refer to you, as a user of the Site. The terms 'we', 'us', 'our', and 'SB Consulting Social Media' refer to SB Consulting. 'Content' means text, images, photos, audio, video, and all other forms of data or communication. 'Your Content' means Content that you create, authorize, or submit through the Site. 'SB Consulting Content' means Content that we make available on the Site. 'Third Party Content' means Content that is made available on the Site by parties other than SB Consulting or its users. 'Site Content' means all of the Content that is made available on the Site, including Your Content, Third Party Content, and SB Consulting Content.

### **Eligibility**

You represent and warrant that you (a) have not previously been suspended by SB Consulting or removed from the Site; (b) are not a competitor of SB Consulting; and (c) have full power and authority to enter into these Terms of Service and in doing so will not violate any other agreement to which you are a party.

### **Changes to the Terms of Service**

We may modify these Terms of Service from time to time. When changes are made, we will notify you by making the revised version available at <http://www.sbconsulting.com.hk/footer/terms-of-service/> and will indicate at the top of the Terms of Service the date that revisions were last made. You understand and agree that your continued use of the Site after any posted modification to the Terms of Service indicates your acceptance of the modification.

### **Use of the Site**

We grant you permission to use the Site subject to the restrictions in these Terms of Service. In accessing or using the Site, you may be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

SB Consulting does not endorse such Content and cannot vouch for its accuracy. You therefore access and use the Site at your own risk.

### **Restrictions on Use**

**You agree that you will not, and will not assist or enable others to:**

- Use the Site to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another users use of the Site;
- Use the Site to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- Use the Site to promote bigotry or discrimination against protected classes;
- Use the Site to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Use the Site to submit or transmit pornography or illegal content;
- Use the Site to solicit personal information from minors or to harm or threaten to cause harm to minors;
- Use the Site in violation of the Terms of Service or any applicable law;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by SB Consulting;
- Reverse engineer any portion of the Site;
- Remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials printed or copied off of the Site;
- Record, process, or mine information about other users;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
- Take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on SB Consulting technology infrastructure;
- Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means; use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature; use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site; make excessive traffic demands; use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with



the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

### **Responsibility for Your Content**

You alone are responsible for Your Content. You assume all risks associated with Your Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use, and authorize the use of, Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by SB Consulting.

You may expose yourself to liability if, for example, Your Content violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is false, intentionally misleading, or defamatory; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

### **Site Availability**

We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time or no reason, and without notice or liability.

### **Unauthorized Access**

We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Site, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

### **Ownership**

We own the SB Consulting Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Site excluding Your Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the IP Rights) associated with the SB Consulting Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the SB Consulting Content in whole or in part except as expressly authorized by us. Except as expressly and



unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the SB Consulting Content are retained by us.

### **Subscriptions and Purchases**

Your SB Consulting Services begin at the moment of your first payment to SB Consulting. By purchasing or subscribing to SB Consulting services, you grant SB Consulting the right to (1) create, access and manage profiles or websites in your name using SB Consulting Content, Your Content, Third Party Content, and publicly available information; (2) post, at SB Consulting's discretion, Content to the above-mentioned profiles or websites in your name; (3) access, collect, read, analyze, and otherwise use on your behalf the information available on the above-mentioned profiles or websites; and (4) host, using the resources of SB Consulting or its affiliates, the above-mentioned profiles or websites.

Upon termination of your use of SB Consulting services, you retain the right to access and control the above-mentioned profiles or websites, as well as Your Content.

### **Subscription Payment and Term**

By purchasing or subscribing to SB Consulting's services, you agree to a minimum contract term of Three (3) months, during which you are obliged to pay monthly for services of a value no less than your original subscription price. Upon the expiration of the minimum contract term, service and billing may continue on a month-to-month basis, during which you may cancel or change your subscription anytime with 60 days notice. A valid credit card or advanced payment is required for paying accounts. Subscriptions are billed on a monthly basis at the beginning of each subscription month and are non-refundable.

It is agreed that on time payment is essential to keep the project on track. It is understood that late payment will delay the completion of the project

### **Cancellation and Termination**

You are solely responsible for properly canceling your service. Should you wish to cancel the service prior to expiration of the minimum contract term, full payment of the remaining amounts will be due immediately. In order to cancel your subscription, you must contact your dedicated account manager via telephone at least seven days before your next billing date. Email and voicemail messages to SB Consulting are not a recognized method of cancellation. SB Consulting, in its sole discretion, has the right to suspend or terminate your subscription and refuse any and all current or future use of the Site, or any other SB Consulting service, for any reason at any time. Such termination of the subscription will result in the deactivation or deletion of your subscription or your access to your subscription. SB Consulting reserves the right to refuse service to anyone for any reason at any time.

### **Indemnification**

You agree to indemnify and hold harmless SB Consulting and its affiliates and their shareholders, directors, officers, employees, representatives, agents, and assignees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of you or your assistants, employees, contractors or agents, (ii) any breach by the you or your assistants, employees, contractors or agents of any of the covenants contained in these Terms of Service, (iii) any failure of you or your assistants, employees, contractors or agents to conduct business in accordance with all applicable laws, rules and regulations, (iv) any failure of you or your assistants, employees, contractors or agents to perform its obligations under these Terms of Service, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from SB Consulting's reliance on your performance of your obligations under these Terms of Service.

### **Limitation of Liability**

In no event shall SB Consulting be liable to you or to any other party for any indirect, incidental, special or consequential damages, or damages for lost profits or loss of business, however caused and under any theory of liability, whether based in contract, tort (including negligence) or other theory of liability, regardless of whether SB Consulting was advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. In no event shall SB Consulting liability arising out of or in connection with these Terms of Service exceed the amounts paid by you to SB Consulting under the subscription giving rise to such liability.

### **Expenses**

SB Consulting will not take on any financial liability on behalf of the client and it is understood that any additional out-of-pocket expenses such as printing, web design, advertising fees & graphic design costs will be paid by the client.

No expense of any kind will be committed to without written approval from the client.

### **No Warranty**

THE SITE AND ALL SITE CONTENT IS MADE AVAILABLE TO YOU ON AN 'AS IS' BASIS. SB CONSULTING MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE SITE, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE SITE CONTENT, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SITE OR SITE CONTENT. SB CONSULTING FURTHER

DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM BUMPTXT OR THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

### **Third Parties**

The Site may include links and information from other websites (each, a Third Party Site). We do not control or endorse any Third Party Site, and you agree that we are not responsible for the availability or contents of such Third Party Sites.

### **Miscellaneous**

If there is any dispute about or involving the Site or SB Consulting, you agree that any such dispute will be governed by the laws of the HKSAR without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the HKSAR.

No agency, partnership, joint venture, or employment is created as a result of the Terms of Service, and you do not have any authority of any kind to bind us in any respect whatsoever.

We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Site.

Except as otherwise stated, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

The Terms of Service contain the entire agreement between you and us regarding the use of the Site, and supersede any prior written and oral agreements, discussions, or representations between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Service.

Any failure on our part to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so



that the Terms of Service shall otherwise remain in full force and effect and enforceable.

The Terms of Service are not assignable, transferable or sub licensable by you except with SB Consulting's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.

The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.