

# HKVDO Limited Terms and Conditions

(Updated on 13 June 2007)

## PART 1 : GENERAL

### **Definitions and Interpretation**

"Contract Period" means the duration of the service plan a Member has joined;

"Email" means electronic mail transmitted through the internet;

"HKSAR" and "Hong Kong" means the Hong Kong Special Administrative Region;

"HKVDO" means the HKVDO Limited registered in the Hong Kong Special Administrative Region. References to "we", "us", "our" hereunder are references to HKVDO Limited. We are a limited company registered in Hong Kong. Our address for correspondence and various means of contact can be found in our Website;

"Member" means a member who subscribes to any Service Plan offered by HKVDO, whether with or without any fee or charge;

"Payment Method" means the method of payment a Member chooses to pay the subscription for the service plan he subscribed to, or such other method of payment modified by the member thereafter and accepted by HKVDO;

"Registered Address" means the address a Member chooses to receive or exchange the discs delivered by HKVDO; only one address is allowed in each Service Contract to be used as the Registered Address;

"Service Contract" means the contract signed by the Member when he joins HKVDO and subscribes to one or more of the Service Plans offered by HKVDO; the Service Contract has binding effect upon both HKVDO and the Member;

"Service Plan" means the service plan(s) for the movie and entertainment sharing and exchange services offered by HKVDO, including but not limited to the VDO-PASS and VDO-TRIAL plans;

"User" means a user of the HKVDO Website including but not limited to Members or subscribers of HKVDO or non-members who browse, surf, view or otherwise use the Website;

"Website" means the HKVDO website (hkvdo.com) owned and operated by HKVDO Limited, including the associated website known as the HKVDO Community.

Expression referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing the masculine gender includes the feminine gender unless the context otherwise requires.

Words importing the singular number includes the plural number and vice versa.

### **Acceptance of Terms & Conditions**

These Terms & Conditions govern your use of the HKVDO service and Website (hkvdo.com), notwithstanding that you are not a Member of HKVDO. By browsing, surfing, viewing of otherwise using the HKVDO website, you become a User of the Website and you accept and agree to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, you should not use the HKVDO service or Website.

These Terms and Conditions, wherever applicable, also form part of the Service Contract a Member enters into with HKVDO, whether the Service Contract is effected in writing, by phone, by email, orally, through this Website or otherwise. By signing or entering into a Service Contract, a Member accepts and agrees to be bound by these Terms & Conditions.

### **Changes to Terms & Conditions**

HKVDO reserve the right, from time to time, with or without notice to the Users, to change these Terms & Conditions at our sole and absolute discretion. The most current version of these Terms & Conditions can be reviewed by clicking the "Terms & Conditions" link located at relevant section of the Website. The most current version of the Terms & Conditions supersedes all previous versions. A User's continued use of the Website or our service after changes are made means that the User agrees to be bound by such changes.

## PART 2 : THE HKVDO SERVICE

### **How Our Service Works**

HKVDO is an online subscription movie and entertainment sharing and exchange service providing its Members with access to a comprehensive library of motion picture, television and other filmed entertainment. We offer a variety of Service Plans at varying price levels. Under all plans, Members select titles at our Website and receive them on discs. For delivery by post, Members receive the discs by Hongkong Post and return them using prepaid HKVDO envelope. After a title is returned, we mail the next available title. For delivery by courier, Member receive and return the discs by hand at their Registered Address. When a title is returned to our courier, Member receive the next available title at the same time on the spot. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service.

### **Joining HKVDO**

To subscribe to HKVDO service a Member must be at least 18 years of age and must be a resident of Hong Kong. A Member registering for our service agrees to provide us with his personal particulars (including, but not limited to his name, Hong Kong Identity Card Number, date of birth, email address, telephone numbers, postal address and valid payment details) that are true and current, and agrees to update us by phone or by email any change to his personal particulars. Such change will not be regarded as effective until we acknowledge our receipt of the relevant information.

Members who fail to notify us their change of address in time will be liable for any discs delivered to the wrong address.

We may in our sole and absolute discretion to refuse any application to join HKVDO or receive our service for any reason whatsoever, including any free service such as the HKVDO Community.

### **Membership and Service Contract**

The specific details regarding each Member's membership with HKVDO, including the Service Plan subscribed and the Contract Period, are contained in the Service Contract. Member will be given a hard copy or electronic copy of the Service Contract after signing up. Member may also contact our Customer Service Department to find out the details of their own Service Contract from time to time.

### **Contract Period**

A Contract Period commences on the date registration is completed and (a) the account is successfully created so that a Member can place order through the Website; or (b) the Member receives his first disc for viewing, whichever is the earlier.

### **Service Plans : VDO-PASS**

We provide a number of different Service Plans known as the VDO-PASS to accommodate a variety of movie watching preferences. The maximum number of discs Member can view each time and the number of times Member can make exchange per month is subject to the terms of each Service Plan. Details of the plans can be found on the Website. Members may request to switch to another Service Plan but the approval of which is in our sole discretion. We may request the Member to sign up a new Service Contract to effect the change or modification.

### **Trial Plans : VDO-TRIAL**

We encourage the use of our service through trial plans known as VDO-TRIAL. Trial plans last for a shorter period than monthly plans and are designed for eligible new subscribers who have never used our service before.

Trial plans are only available to first time members of the HKVDO service and cannot be combined with any other offer. Only one trial plan may be redeemed per Registered Address. To join the trial plan offer, a new member must have internet access and a valid credit card ("Payment Method"). Upon registering for the trial plan, the Member's Payment Method will be charged for the prescribed fee for the plan chosen and may be further authorized for service charge of one to two months of service. In some instances, the available balance or credit limit may reflect the authorization; however, no charges will be made against the Payment Method other than the prescribed fee unless the Member incur further charges during the trial period for lost or damaged disc, failure to return a disc on expiry of the trial period, or otherwise.

A trial period commences on the date registration is completed and (a) the account is successfully created so that a Member can place order through the Website; or (b) the Member receives his 1st disc for viewing, whichever is the earlier.

### **No Automatic Renewal without Authorization**

As a member's safeguard, HKVDO's subscription will NOT be automatically renewed on the expiry of the Contract Period without a Member's express authorization by email or in writing.

### **Consent to Electronic and Postal Communications**

By supplying us his telephone number on signup Member grants us permission to contact him via telephone regarding his account and any special offers or promotions that we may offer from time to time.

Member further consents to receive electronic and postal communications from HKVDO. These communications will include notification about the Member's account (such as ordering and delivery status, billing, membership), information concerning or related to our service (such as featured films or other entertainment information or offers). These communications are part of a Member's relationship with HKVDO and he receives them as part of the HKVDO subscription. Member agrees that any notice, agreement, disclosure or other communication that we send to the Member electronically will satisfy any legal communication requirement, including that such communication be in writing.

#### **Termination of the Service Contract**

Unless otherwise provided in these Terms and Conditions, a Service Contract will only be terminated upon expiry of the Contract Period.

#### **Pre-Mature Termination**

Notwithstanding the foregoing paragraph, we reserve the right to terminate a Member's Service Contract before the expiry of the Contract Period, for any or no reason. One reason that we may do so is if we believe that the Member is in breach of any obligation under these Terms and Conditions.

If we terminate a Member's use of our service as a result of a breach of any obligation under these Terms and Conditions, such termination would be immediate and without notice. In this event we would give the Member 7 days to return our discs. If we terminate a Member's use of our service for any other reason or no given reason, then we would give Member 30 days notice of termination and would expect the Member to return our discs on the expiry of the 30 day notice period. Failure to return our disc within the required time limit shall incur charges, as described under "Return of Discs on Termination of Service" in Part 3 below.

HKVDO may in its sole and absolute discretion determine whether to refund any or any portion of the paid subscription fees for a termination occasioned by the Member's fault or breaches of these Terms and Conditions.

Any pre-mature termination of a Member's Service Contract will not forfeit HKVDO's right whatsoever against the Member concerned.

#### **Billing**

By using the HKVDO service, Member expressly agrees that we are permitted to charge him a monthly subscription fee and any other charges Member may incur in connection with his use of the HKVDO service. Additional charges may include discs Member fail to return or Service Plan upgrade. Unless the terms of a particular Service Plan specify otherwise, the subscription fee will be charged at the beginning of the Contract Period by debiting Member's Payment Method and on each monthly renewal thereafter unless and until the expiry of the Contract Period.

We will automatically charge Member's Payment Method each month on the calendar day corresponding to the commencement of the Contract Period. In the event the Contract Period began on a day not contained in a given month, we will charge Member's Payment Method on the last day of such month. For example, if a Member's Contract Period began on January 31st, his Payment Method would next be charged on February 28th.

All fees and charges are non-refundable. We may change the fees and charges in effect, or add new fees and charges from time to time. We shall give Member advance notice of these changes by posting a notice in the relevant section of the Website or Email.

Monthly bills will be sent to Member by email. Request for printed bill to be sent by post or fax may be entertained upon payment of an administration fee and postal charge.

#### **Change of Payment Method**

If a Member wants to use a different Payment Method, a different credit card, or if there is a change in his credit card validity or expiration date, the Member has to inform HKVDO by phone or email. If a Member's Payment Method reaches its expiration date, his continued use of HKVDO service constitutes an authorization for us to continue billing that Payment Method and this Member remains responsible for any uncollected amounts.

#### **Deposit**

HKVDO reserve the right to demand payment of a deposit when Member signup for HKVDO service. The deposit will be refunded within 30 days upon expiry of the Contract Period after deducting all fees, charges of other moneys owed to HKVDO. In the event of dispute, HKVDO reserves the right to withhold the refund until the dispute is resolved.

### **PART 3 : ALLOCATION, DELIVERY AND RETURN OF DISCS**

#### **Delivery Address**

Discs can only be delivered to addresses within Hong Kong and this excludes P.O. Box addresses. It is in HKVDO's sole and absolute discretion whether to accept the registration of a certain address for the purpose of disc delivery.

#### **Delivery by Post**

HKVDO utilize the service of the Hongkong Post to send and receive discs Member selected. Based on the performance pledges of the Hongkong Post and our own analysis, it is believed that the large majority of our Members are able to receive their disc in the next working day if the order is placed before HKVDO's daily ordering cut-off time. And on the same basis, HKVDO may receive a returned disc the next working day after posting, provided the disc is posted before the daily mail cut-off time of the postbox in which the disc is dropped. When we posted a selected disc to a Member or receive a returned disc, we will update the ordering status in the Member's account on the Website to indicate that a disc is posted or received. Member can view their most up-to-date ordering status in the "My Order" page after logging-in to his own account through the Website.

#### **Delivery by Courier**

We provide delivery by courier to certain selected areas. Members whose Registered Addresses fall within the selected areas may choose courier service when placing order. An order placed before the daily ordering cut-off time specified in the Website will normally be effected the same day, provided our courier's call is attended to by the Member or his representative at the Registered Address at or within an hour before or after the selected time for delivery. Members are required to hand over to our courier the discs in possession in exchange for the next selected disc and to acknowledge each receipt.

#### **Queuing of Selected Discs**

Discs that a Member selects to view will be placed in the Member's ordering queue. Member can add or remove any disc from the queue. We will determine which disc to send to a Member based on the selection in his queue. We endeavor to deliver the disc listed highest in the queue but when availability is limited, we may send a disc listed lower in the queue. The availability may vary based on a number of factors (See "Allocation of Discs" below). Changes may only be effected in the next receipt if it is made before the daily cut-off time.

#### **Allocation of Discs**

We reserve the right to process orders and otherwise allocate and deliver discs among Members in any manner that we, in our sole and absolute discretion, determine. In addition, we will, in our sole and absolute discretion, determine the quantity of discs we purchase for any particular title, the level of staffing and number of orders to be processed each day. We may not always deliver to a Member the top choices from his ordering queue, post out the next disc on the same day that we receive a returned disc, or deliver the next disc by courier the same day that an order is placed. This may occur in particular when a Member's top choices are not available.

In determining priority for delivery, we may utilize many different factors, including but not limited to, the number and type of discs a Member have viewed through our service, the Service Plan selected, as well as other uses of our service by the Member. For example, if all other factors are the same, we give priority to those members who receive the fewest discs through our service. The type, number, mix and weighting of the various factors impacting delivery and stock will change from time to time and will be made in our sole and absolute discretion. As a result of a Member's viewing habits and our operational practices, the actual number of discs a Member views in any month may vary, and Member may experience differentiated service during the course of his membership. Also, such service may be different from the service we provide to other Members on the same Service Plan. The type of differentiated service a Member may experience includes, but not limited to: (a) the delivery of the next available disc occurring at least one working day following return of the previously viewed disc, (b) delivery taking longer, and (c) the movies received coming from lower in the queue more often than our other Members. These effects will not occur unless we are faced with limited stock or when the number of deliveries to be processed on a particular day becomes unusually excessive.

Other factors that may affect delivery include but not limited to: (a) Location or remoteness of Member's Registered Address; (b) Timing of Member's placement or adjustment of movies in his queue; (c) circumstances impacting delivery by the Hongkong Post or our courier; (d) any unplanned downtime of our computer systems.

We make no guarantee as to the delivery speed of the discs and may, in our sole and absolute discretion, change our business practice regarding allocation, delivery and shipping, without notice.

#### **Delivery in bad weather**

Member accept that there may be delay in delivery either by post or by courier in the event of bad weather, including but not limited to the hoisting of typhoon signal, rainstorm warning, landslide warning or otherwise, in particular when such bad weather will affect the safety of our staff. Member will not hold us liable for any delay occasioned by bad weather.

#### **No Due Date or Late Fee for Disc Return**

Unless otherwise specified in a particular Service Plan, a Member may keep the disc delivered to him as long as he likes PROVIDED he continues to pay up all subscription, fees and charges for our service. On the same basis, we do not impose any required return date (other than upon expiry or termination of the Service Contract) and accordingly, we do not charge any late fee.

#### **Return of Discs on Termination of Service**

Member is required to return all the discs delivered to him by HKVDO within 7 days following any expiry or termination of the HKVDO service. HKVDO is entitled to charge for any disc not returned within the prescribed time limit.

#### **Use and Care for Discs**

Member agrees that he will not infringe any rights including intellectual property rights of any person including, without limitation, copying, reproducing, screening, republishing or otherwise modifying any material provided as part of our Service including the discs.

Member agrees that he will be responsible for any viewing of any disc supplied by us and that any minor's viewing of any disc will be restricted by Member consistent with any applicable film classification applied to that disc by the laws of Hong Kong.

### **Lost, Stolen or Damaged Discs**

If a Member suspects that a disc is lost on the way delivered to him or back to us, it is the Member's responsibility to report such loss to us either by Email or phone as soon as possible. A disc will be regarded as lost after 4 days of its expected date of receipt either way. We reserve the right to charge a Member's Payment Method a replacement costs for such loss. We are unable to offer a refund for any discs which are paid for by the Member and then found at a later date.

We do not hold any responsibility for disc which is stolen whilst in a Member's possession and the Member have to pay the full replacement costs.

Member agrees to treat the discs and their associated packaging with the utmost care at all times. Disc returned by Member may be examined by the HKVDO staff. Member agrees that we may charge his Payment Method for the replacement costs if the disc is returned in an unreasonable or damaged condition (reasonable wear and tear accepted). Our determination that a disc is regarded as damaged shall be final and irrevocable.

Member who receives a suspected damaged disc should report to us immediately and in any event no later than 3 days upon receipt. We may hold the Member liable for such damage if a report is not made within the prescribed time limit.

When a disc is regarded as being lost, stolen or damaged, we shall continue our service by delivering as soon as possible another disc as the Member may select. A Member shall not hold us liable for any delay so caused.

In the rare event that the number of lost, stolen or damaged disc(s) on a Member's account becomes excessive, we may determine in our sole and absolute discretion to place the account on hold for review and to charge the Member's Payment Method for the estimated cost of the lost, stolen or damaged disc(s). We will alert the member of any potential charges prior to charging the member's Payment Method.

### **Fraud, Abuse or Piracy**

Fraudulent or abusive practices such as, but not limited to, repeatedly falsely reporting the discs as lost or stolen may result not only in pre-mature termination of HKVDO membership and charges to the Payment Method, but also in actions by HKVDO for recovery of civil damages as well as referral for criminal prosecution. Discs provided by HKVDO are for personal, non-commercial use only. HKVDO does not condone unauthorized copying, distribution or other infringement of protected intellectual property of HKVDO or of third parties.

## **PART 4 : USE OF THE WEBSITE AND SECURITY**

### **User's Conduct on the HKVDO Website**

By accessing the HKVDO Website, User agrees to use the HKVDO service, including all features associated therewith, the Website and its content, in accordance with all applicable laws, rules and regulations.

User agrees not to upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment associated with this Website. User also agrees not to interfere with the servers or networks underlying or connected to this Website or our services or to violate any of the procedures, policies or regulations of networks connected to this Website.

User agrees not to impersonate any other person while using this Website, conduct in a vulgar or offensive manner while using our Website or service, or use the Website for any illegal, immoral or harmful purpose.

### **Account Access**

Each User is responsible for maintaining the confidentiality of his account and password (if any), and for restricting access to his computer or mobile device. If User discloses his password to anyone or shares his account with other people, User takes full responsibility for his actions. When using public or shared computers or unprotected mobile devices, User should log out at the completion of each visit to the HKVDO Website.

In order to provide User with an easy-to-use service, HKVDO will place a "cookie" (a small text file) on any computer User uses to access the HKVDO Website. When User revisits the HKVDO Website, this cookie will enable us to recognise the User as the account holder and provide the User with direct access to his account. By using the HKVDO website, User consents to our practice of placing the "cookie" or other similar software on device.

### **Account Security**

If User finds that he is a victim of identity theft and it involves a HKVDO account, User should notify our Customer Service Department. User is also advised, where applicable, to report this instance to the relevant credit card issuers as well as the law enforcement agency. HKVDO reserves the right to place any account on hold anytime with or without notification to the account holder in order to protect ourselves and our partners from what we believe to be fraudulent activity. HKVDO is not obligated to credit or discount a membership for hold placed on a Member's account by HKVDO.

### **Access to the Website by Person under 18**

Some of the content provided on this Website may not be suitable for anyone under 18 years of age. We advise parents or guardians to supervise their children's use of this Website.

A member must be 18 years of age or older and resident in Hong Kong to subscribe to the HKVDO service. While HKVDO does distribute products that may be watched by children, we do not intentionally seek to collect information from individuals 13 years of age and younger.

### **User's Licence to use the Website**

Unless otherwise specified, the content on the HKVDO Website is for User's personal and non-commercial use and we grant User a limited licence to access the HKVDO Website for that purpose. User may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms and Conditions), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from, the HKVDO Website without our express written consent. HKVDO does not promote, foster or condone the copying of discs, digitally delivered content, or any other infringing activity. Any unauthorized use of the HKVDO Website or its contents will terminate the limited licence granted by us.

### **Intellectual Property**

All content and materials (including software and content whether downloaded or not) on the Website and delivered to Members or subscribers as part of the HKVDO service, including discs, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of HKVDO Limited, its suppliers, affiliates and/or third party licensors and is protected by HKSAR and international copyright laws or other intellectual property laws and treaties. The compilation of all content on this site is the exclusive property of HKVDO and protected by HKSAR and international copyright laws. The content shall not be reproduced or used without express written permission from HKVDO or its suppliers, affiliates and/or third party licensors. User agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the HKVDO Website, nor to insert any code or product or manipulate the content of the HKVDO Website in any way that affects the User's experience, and not to use any data mining, data gathering or extraction method.

User agrees and acknowledges that the aforesaid materials are valuable property and that other than any specific and limited licence for use of content, User shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these Terms and Conditions, without our written permission.

User acknowledges and agrees that certain content on the Website and on the discs provided to the User is the property of third party licensors and without prejudice to any and all other rights and remedies available, each such licensor has the right to directly enforce relevant provisions within these Terms and Conditions against the User.

HKVDO reserves the right to terminate a User's use of the Website or his HKVDO membership hereunder if HKVDO, in its sole and absolute discretion, believes that User are in violation of these Terms and Conditions, such violations including the copying of discs shared to Member by us or the copying or other unauthorized use of our proprietary content. HKVDO does not promote, foster or condone the copying of discs or any other infringing activity. The use of discs shared to User by us is solely for User's personal and non-commercial use. User is welcome to notify us of the presence of any allegedly infringing content on the HKVDO Website.

### **HKVDO's Right to Terminate Use**

We reserve the right to terminate or restrict User's use of the Website, for any or no reason whatsoever, with our without notice. One reason that we may do so is if we believe that User is in breach of any obligation under these Terms and Conditions, in particular this Part or Part 5 below.

## **PART 5 : USER MATERIALS**

### **User Material**

HKVDO permit User to submit materials to us or the Website. In these Terms and Conditions, we use the term "User Material" to refer to any material of any kind that User submitted to us or the Website, including movie's reviews, text, files, images, photos, video, sounds and musical or literary works. It does not include the account information a User provided for the purpose of registration for the Service Plans or HKVDO Community or subsequent change made to such account information.

User should not submit or post materials the content of which is illegal, obscene, libellous, threatening, defamatory, harsh, profane or otherwise objectionable, or contains phone numbers, postal or e-mail addresses, discriminatory language or personal attacks, or a discussion of HKVDO policies or services in bad faith. We do not regularly review the content posted on the HKVDO Website but we reserve the right (but not the obligation) to reject, remove or edit User Material containing such content at our sole and absolute discretion anytime without notice.

### **Movie's Reviews**

We permit User to post reviews on the movie titles displayed in our Website according to the procedures set out in the Website. User acknowledges that such postings and all information therein will be posted publicly on our Website or other HKVDO materials or publication. In posting such reviews, User agrees not to use a false identity or otherwise mislead us or others regarding the origin of such content. Use of a pseudonym or nickname that will be publicly displayed with the review is permitted so long as it is individualized and not otherwise misleading. Movie reviews should not contain personal attacks on the movie's creative personnel.

### **User's Warranty in Submitting User Material**

Each time a User submit User Material to us, the User represents and warrants to us as follows: (a) the User owns such User Material or have the right to submit it, and in submitting it the User will not be infringing any rights of any third party, including intellectual property rights (including copyright or trademark), privacy or publicity rights, rights of confidentiality or rights under contract; (b) such User Material is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or otherwise inappropriate; (c) such User Material does not advertise any product or service or solicit any business; (d) such User Material does not identify any individual (including by way of name, address or a still picture or video) under the age of 18 (with our without consent) and any adult individual without that person's consent; and (e) in submitting such User Material the User is not impersonating any other person.

### **Disclaimer as to User Material**

HKVDO do not systematically review User Material submitted by User. We are not responsible for the content of the User Material. We do not endorse any opinion contained in such material. We make no warranties or representations, express or implied, about any User Material, including as to its legality or accuracy. We disclaim all liability in connection with all User Material to the extent permitted by law.

We reserve the right, in our sole and absolute discretion, to reject, remove or edit any of the User Material, or to restrict, suspend, or terminate a User's access to all or any part of the Website, particularly where his User Material is in breach of these Terms and Conditions and we may do this with or without giving the particular User any prior notice.

### **Right to Use the User Material**

HKVDO is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication Users may send to the HKVDO or the Website, including, without limitation, responses to questionnaires, without further compensation, acknowledgement or payment to the User for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the HKVDO Website or those of its associates.

We do not claim any ownership rights in any User Material. However, by submitting the User Material the relevant User hereby grants to HKVDO a perpetual, non-exclusive, royalty-free, irrevocable, sub-licensable, transferable and worldwide licence and right to use, reproduce, modify, edit, prepare derivative works of, display and perform that User Material submitted in any media, software or technology of any kind now existing or to be developed in future (including, but not limited to, our Website or that of our associates). The aforesaid licence or right granted to us will not terminate even when the User Material is removed from our Website.

We may link User Material or parts of the User Material to other material, including material submitted by other users of the website or created by HKVDO and/or other third parties. We may use User Material for our internal business purposes, for example, to examine trends or categories and to use those in the Website or to promote, market or advertise HKVDO. User acknowledges that we may be benefited from the User Material, financially or otherwise.

### **Disclaimer for Reliance on Website Content**

While HKVDO allows User and other third parties to post or submit User Material or other information to the Website, any opinions, advice, statements, services, offers, or other information that constitutes part of the content of the Website expressed or made available on the Website are those of the respective authors or producers and not of HKVDO, its shareholders, directors, officers, or employees. Under no circumstances shall HKVDO or its shareholders, directors, officers, directors, or employees be held liable for any loss or damage caused by any reliance on information obtained through the HKVDO Website. It is the User's responsibility to evaluate the information, opinion, advice, or other content available through our Website.

### **Hyperlinks**

Some of the hyperlinks and banners on the HKVDO Website may lead to other websites. Linked websites are not controlled by, or affiliated with HKVDO and we are not responsible for the conduct of companies or operators whose websites are linked to our Website. Those links are provided for convenience only and may not remain current or maintained. Links to those websites should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of the sites, or of any information, products or services referred to on those other sites unless specifically stated.

Other websites may link to the HKVDO Website. HKVDO has not reviewed these websites and is not responsible for the content or privacy policies of these websites.

## **PART 6 : MISCELLANEOUS PROVISIONS**

### **Disclaimers of Warranties and Limitations on Liability**

THE HKVDO SERVICE, INCLUDING ALL FEATURES ASSOCIATED THEREWITH, THE WEBSITE AND ITS CONTENTS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE HKVDO SERVICE, THE WEBSITE AND ITS CONTENTS. We assume no liability or responsibility for any errors or omissions in the content of the HKVDO Website, any failures, delays, or interruptions in the delivery of discs, delivery of any content contained on the HKVDO Website, any losses or damages arising from the use of the content provided on the HKVDO Website, or the HKVDO service, including any losses or damages arising from the downloading and/or use of the any software or any conduct by users of the HKVDO service or Website. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information accessible via our Website is accurate, complete or current. We do not represent or guarantee that the use of the HKVDO service and Website will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon HKVDO or its affiliated parties.

In no event shall HKVDO, its shareholders, directors, officers, or employees be liable (jointly or severally) to a User for personal injury or any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business interruption or any other commercial damages or loss, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of the HKVDO Website, its contents or our service, including any features associated therewith. In no event shall our total liability to a User for all damages for losses arising from the use or inability to use our Website, its contents or our service, including any features associated therewith (other than as may be required by applicable law in cases involving personal injury) exceed the amount of one month's subscription fee on the particular Member's Service Plan. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

### **Assignment by Us**

Member agrees that we may assign any of our rights and/or transfer, sub-contract or delegate any of our obligations under these Terms and Conditions. These Terms and Conditions are personal to a Member and are agreed to by the Member for his own benefit and not for the benefit of any other party.

### **Memberships are Non-Transferable**

HKVDO memberships are not transferable and therefore cannot be sold or traded.

### **No Waiver**

If we delay in exercising or fail to exercise or enforce any right available to us under these Terms and Conditions, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

### **Force Majeure**

We will not be liable to a User or Member for any lack of performance, or the unavailability or failure, of the Website or our services, or for any failure by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause reasonably beyond our control.

### **Third Party Rights**

We may rescind, waive, assign, release or vary any or all of the provisions in these Terms and Conditions in any way without consent of any third party.

### **Trademarks**

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### **Privacy**

Any information submitted to HKVDO either through our Website or otherwise, is subject to our Privacy Policy, the terms of which are posted in our Website.

### **Dispute Resolution and Governing Law**

The Website is controlled by HKVDO Limited. A User's use of the HKVDO service and/or Website is governed by these Terms and Conditions and construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region, without regard to conflicts of laws provisions. Dispute arising from the use of the HKVDO service and Website are subject to the exclusive jurisdiction of the Hong Kong courts. Users (including but not limited to the Member) expressly and irrevocably agree that in any such dispute or subsequent legal action, they will only assert claims on an individual (non-class, non-representative) basis, and that they will not seek or agree to serve as a named representative in a class action or seek relief on behalf of those other than themselves.