



Terms & Conditions of Use of Website

v.2 (last updated May 2019)

Our website located at <http://www.huntercorplimited.com>/including any mobile application (the "Website") is owned and operated by Hunter Corp Limited, a company incorporated in Hong Kong with registered address Suite 1103B, 11/F, Join-In Hang Sing Centre, 2-16 Kwai Fung Crescent, Kwai Chung, N.T, Hong Kong and its affiliates (collectively referred to as "HCL", "we", "our" or "us").

Please read these terms and conditions of use of the Website (these "Terms") before using the Website. "You" and "your" when used in these Terms includes any person who accesses the Website or submits personal data via the Website.

By accessing, browsing or otherwise using the Website by any means and via whatever device, or registering your details with us to access certain areas of the Website or to receive our email communications, you agree to abide by the terms and conditions of these Terms and our [Privacy Policy](#).

1 Changes to these Terms

We reserve the right to change these Terms at any time by posting revisions to this Website and we encourage you to read these Terms periodically to ensure that you are at all times fully aware of them. Any changes are effective immediately upon posting to this Website.

2 User Account

- 2.1 You may be required to set up an account for the purpose of improving your experience whilst using the Website and to use and access certain services offered by HCL, as well as obtain access to specific additional other products, utilities, and offerings provided by us (a "User Account").
- 2.2 In order to obtain a User Account, you are required to complete the registration process. You hereby represent and warrant to us that any and all information submitted to us in the course of the registration is accurate and true. You undertake to keep your registration information up to date.
- 2.3 Upon completion of the registration process, you will obtain or create a password. You are responsible for keeping your password secret and you acknowledge and agree that you are responsible for any actions performed under your User Account unless you have immediately informed us of any unauthorized use of your password and/or your User Account. You must log off each time at the end of the session and we shall bear no liability for any harm, loss or damage resulting from your failure to comply with requirements of these Terms.

- 2.4 You acknowledge and agree that we shall be entitled to terminate or suspend your User Account at our sole discretion without any notice to you in the event of your breach of these Terms or without any reason. You understand that termination of your User Account may lead to blocking, deletion and limitation of your access to content, materials, information and files uploaded, shared, submitted and made available in association with your User Account, as well as access to some of the services, products, utilities and offerings of HCL.

3 Use of the Website

- 3.1 We are the owner or the licensee of all intellectual property rights in the Website, the Content and the Trade Marks. Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive licence to access, browse and use the Website (including the Content and Trade Marks) for your personal and non-commercial use only. Where specified in the relevant part of the Website, the licence granted herein may be limited to a particular period of time and/or may be subject to additional terms and conditions.

- For the purposes of these Terms “Content” includes, but is not limited to, all or part of any text, graphics, layout, logos, images, audio material, films or other moving images, product details and/or software published or otherwise available on the Website from time to time (including, without limitation, anything made available for download) and “Trade Marks” means the trade marks, logos and service marks (whether or not registered) displayed on the Website.

- 3.2 While accessing, browsing and/or using the Website you must:

- 3.2.1 comply with all applicable laws, regulations and codes;
- 3.2.2 not impersonate another person or use a false name or email address;
- 3.2.3 not deep-link to and/or frame or use framing techniques to enclose the Website or any part of the Website without our prior written consent;
- 3.2.4 not modify or attempt to modify all or any part of the Content or the Website;
- 3.2.5 not gain or attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- 3.2.6 not post, transmit, submit, refer to, make available or link to or from (or authorise or permit any other person to do the same) any material which:
 - (a) is untrue, fraudulent, inaccurate or incomplete; and/or
 - (b) is discriminatory, libellous, defamatory, obscene, threatening, menacing, offensive, harassing, abusive, causes annoyance,

inconvenience or needless anxiety, is tortious, is in breach of confidence; and/or

- (c) may constitute a criminal offense, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice; and/or
- (d) interferes or violate the legal rights (such as rights of privacy and publicity) of others or violate other users of the Website; and/or;
- (e) violates, infringes or misappropriates any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commits a tort; and/or
- (f) interferes with, disrupts, negatively affects or inhibits other users from using the Website or links on the Website or damages, disables, overburdens or impairs the functioning of the Website or our servers or any networks connected to any of our servers in any manner;and/or
- (g) constitutes advertising (unless approved or otherwise authorised by us); and/or
- (h) contains any virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other similar software or program or other harmful code, or which may otherwise impair or harm the Website or our computer systems or any third-party computer system, and we shall have sole discretion as to whether any such material is in breach of this sub-clause.

3.3 Except as set out in the limited licence set out herein (or as required under any applicable law), the Content, Trade Marks and/or any other part of the Website may not be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent. You are not permitted to republish any part of the Website (including the Content) on another website, in any other medium (print, electronic or otherwise) or as part of any commercial service without our prior written permission. If you require any further information on permitted use, or a licence to republish any part of the Website (or any Content), please email us at info@huntercorplimited.com. At any time and without giving you any advance notice, we may permanently or temporarily and for any reason:

- 3.3.1 terminate, suspend or deny your access to the Website (whether in whole or in part); and/or
- 3.3.2 terminate, suspend or deny your access to the email services, the registration areas of the Website and/or your password referred to in Clause 2 above; and/or

- 3.3.3 remove or edit any Content on the Website at any time, and in such circumstances all liability of HCL, its directors, employees or other representatives for any loss whatsoever arising from our removing or editing Content and/or your limited use of or inability to use the Website (either in whole or in part), email services and/or password is excluded, insofar as it is possible to do so in law.

4 Material that you submit to the Website

- 4.1 Where the facility is made available to you on the Website, you may send material (including, without limitation, text, photographs or other images, audio material, films or other moving images) to us for publication on various areas of the Website ("User Content"). When you send any User Content to us for publication on the Website, you do so in accordance with these Terms including the following:
- 4.1.1 you waive any moral rights in all User Content you submit;
 - 4.1.2 you grant us a royalty-free, worldwide, perpetual and non-exclusive licence to use, copy, distribute, publish, syndicate, sub-license and transmit the whole or any part of such User Content (including without limitation any of the information, details, ideas, concepts and/or formats contained within it) in any manner and in any format and/or media (including, without limit, archiving and making such User Content available on the Website);
 - 4.1.3 publication of any User Content you submit to us will be at our sole discretion and we reserve the right to edit or otherwise amend such User Content prior to publication;
 - 4.1.4 you agree that we may (at our discretion) disclose your identity to any third party who is claiming that any User Content sent by you to the Website is in breach of any of the warranties set out in sub-sections 4.1.5 to 4.1.7 below;
 - 4.1.5 you warrant to us that any User Content you submit to us is your own original work and that you own the copyright and any other relevant rights;
 - 4.1.6 you warrant that the User Content you submit is not in breach of Clause 3.2 above or otherwise in breach of or violates any applicable law or regulation or code;
 - 4.1.7 you warrant that you will not access any content, area or functionality of the Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Website, or attempt to gain unauthorized access to any accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means; and

- 4.1.8 you acknowledge that any breach of the warranties set out in sections 4.1.5 to 4.1.7 above may cause us damage or loss and you agree to indemnify us in full and permanently on demand against any third-party liabilities, claims, costs, loss or damage we incur as a result of User Content you submit to us, including consequential losses.
- 4.2 Although we have no obligation to screen, edit or monitor User Content, we reserve the right and have absolute discretion, to remove, screen or edit the User Content at all times. We also reserve the right at all times to disclose any User Content as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.
- 4.3 Notwithstanding the generality of section 4.2 above, HCL reserves the right (but not the obligation) to monitor any communications that are made via the Website and you consent to any such monitoring by using or accessing the Website.
- 4.4 While we encourage forthright exchanges of opinions, we will not tolerate insults, personal attacks or inflammatory comments. Advertising or spamming is not allowed. Discussions of illegal activities such as software and music piracy and other intellectual property violations are not allowed. You cannot post any affiliate or referral links, or post anything asking for a referral and such posts will be subject to removal. Our decision is final in all such matters.
- 4.5 We reserve the right to take any actions we deem appropriate to ensure our Website comment facilities are not disrupted or abused in any way. We reserve the right to remove offensive posts without notice. Each member is allowed one login account. Registering with multiple accounts is not permitted. We also reserve the right to ban anyone who wilfully violates these Terms. Our decision is final in all such matters.
- 4.6 HCL does not accept any liability for the content of and posted comments on the Website.
- 4.7 HCL will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or your User Account, either with or without your knowledge. However, you could be held liable for losses incurred by us or other persons due to someone else using your User Content or your User Account. You may not use anyone else's User Content or User Account at any time without the permission of such person or entity.

5 E-commerce

- 5.1 Most of the online sales and other e-commerce services available via the Website are provided directly by HCL through subscription services to various products in our portfolio or through purchasing tickets for our portfolio of events. Additionally, HCL's e-commerce services via the Website are provided either by us as an agent for third party suppliers or directly by third parties via the Website that are framed on the Website. For some goods and

services however, we act as principal meaning that the resulting legal contract for the goods or services in question will be made directly between you and us. Where we act as principal, specific terms and conditions will apply to any resulting online sales and these will be drawn to your attention before the sale is complete.

5.2 Where we act as agent for third party suppliers or where we frame third party Website, the following applies:

5.2.1 the contract for the goods or services in question will be made directly between you and the relevant supplier. In most cases this will mean that there will be separate terms and conditions governing the contract. Please make sure that you have read the relevant supplier's terms and conditions before completing your transaction. You can obtain a copy of the relevant supplier's terms and conditions by contacting the supplier directly; and

5.2.2 we have no contractual liability to you in respect of the goods or services provided by the third-party supplier. We may, however, still be liable to you if we have been negligent, if we have misrepresented important information or if we have been in breach of any other relevant law.

6 Data Protection, privacy and cookies

Full details of the way in which we use cookies on the Website and how we hold and process information from which we can identify you or any third party are set out in our [Privacy Policy](#) and our [Cookie Policy](#).

7 Aggregate information

7.1 We may gather information and statistics collectively about all visitors to the Website and users of our services which may include the information supplied by you. This information helps us to design and arrange our web pages in a user- friendly manner and to continually improve the Website and our services to better meet the needs of our Website users.

7.2 We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

8 Third party links

The Website may containhypertext links to third party websites. We are not responsible for, nor do we endorse in any way such third-party website or their content. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

9 Advertising and sponsorship

Parts of the Website contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that materials submitted for inclusion

on the Website comply with all legal and regulatory requirements and do not contain any material which is objectionable including, without limit, information which is defamatory, obscene, threatening or untrue. We are not responsible for any such material or any error or inaccuracy contained in such material and any issues which you may have should be raised directly with the relevant advertiser or sponsor.

10 Promotions, competitions and prize draws

We may from time to time run competitions, free prize draws and/or other promotions on the Website. Any such competitions, prize draws, and/or other promotions will be subject to additional terms and conditions that will be made available to you at the relevant time.

11 Exclusions and limitations of liability

11.1 All information and/or data on the Website is provided on an “as is” basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Website or the Content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

11.2 Neither HCL nor any of its data providers or affiliates gives any warranty or guarantee relating to availability of the Website or that the Website and/or our operation of it, the Content or the server that makes the Website available are error or virus free or free of other harmful components or that your use of the Website and/or the Content will be uninterrupted.

11.3 You agree that HCL, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

11.3.1 interruption of business; or

11.3.2 access or other delays, terminations, suspensions, denials or access interruptions to the Website; or

11.3.3 data non-delivery, data mis-delivery, data corruption, destruction of data or other modification of data; or

11.3.4 third party website links on the Website; or

11.3.5 reliance on the information contained on the Website; or

11.3.6 computer viruses, system failures or malfunctions which may occur in connection with your use of the Website; or

- 11.3.7 any inaccuracies, omissions or misleading, false or deceptive statement in the Content; or
- 11.3.8 events beyond our reasonable control.
- 11.4 Notwithstanding any provision of these Terms, HCL does not exclude or limit its liability for:
 - 11.4.1 death or personal injury caused by its negligence or that of any of its officers, employees or agents; or
 - 11.4.2 fraudulent misrepresentation; or
 - 11.4.3 any liability which it is not lawful to exclude either now or in the future.

12 Indemnification

- 12.1 To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless and reimburse HCL, including its subsidiaries, affiliates, directors, officers, employees, agents, representatives, and assignees and successors, harmless from and against any and all claims, damages, losses, actions, demands, proceedings, expenses and/or liabilities filed (including without limitation all legal fees and expenses), incurred by HCL arising from or relating to:
 - 12.1.1 any breach of these Terms by you; or
 - 12.1.2 your fault, negligence or breach of statutory duty; or
 - 12.1.3 your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased or licensed to us) or that of any of our suppliers.

13 Representations and warranties

- 13.1 By using the Website or any of our services you represent and warrant that:
 - 13.1.1 you have read and understand these Terms and have the authority to enter into these Terms, to use the Website and our services and to carry out and perform your obligations under these Terms;
 - 13.1.2 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms;
 - 13.1.3 you appreciate the risks and implications of using the Website and our services, including all methods of payment for our services specified on the Website, as well as know how to manage them, and

you are solely responsible for any evaluations based on such knowledge; and

- 13.1.4 any assets, including any digital assets, fiat currency, virtual currency or cryptocurrency, that you use to pay for any services we offer are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing.

14 Force Majeure

- 14.1 HCL shall not be liable for failure to perform or comply with any of its obligations under these Terms if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of HCL (a “**Force Majeure Event**”).
- 14.2 For the purposes of these Terms, a Force Majeure Event shall include, but not be limited to, the following events: war (whether declared or undeclared), armed conflict, acts of terrorism, natural disasters or weather conditions, acts of governmental authorities or courts, industrial disputes affecting any third party, failures or fluctuations in electrical power or telecommunications service, failures or problems in regards to the internet or a part of the internet, hacker attacks, viruses or other malicious software attacks, and any other act that is beyond HCL’s reasonable control.

15 General

- 15.1 Any contractual or legal relationship between us and you will be concluded in English.
- 15.2 All notices shall be given by e-mail to us at info@huntercorplimited.com and to you at either the e-mail or postal address you provide during the registration process (if any). Notice will be deemed received 24 hours after such e-mail is sent or 3 days after the date of posting.
- 15.3 Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as agent for the other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.4 In the event that, following a breach of these Terms by you or under any other scenario, if HCL does not take action against you, or fails to require or enforce strict performance of any provision of these Terms, such failure or decision shall not be considered a waiver of HCL’s rights to assert or rely upon any such provision or right. HCL shall still be entitled to assert or rely upon its rights and remedies in any other situation. Similarly, any express waiver by HCL of any rights or provisions of these Terms regarding any particular situation shall not constitute a waiver of its rights for other similar or future situations.

- 15.5 We may assign our rights and obligations under these Terms. Any licence granted herein is personal to you and may not be assigned, transferred or sub-licensed (in whole or in part) without our prior written consent.
- 15.6 If and to the extent that any of the provisions of these Terms are disallowed or found to be ineffective, invalid, unlawful or unenforceable by a court or regulator of competent jurisdiction, such provision shall to that extent be severed from the remaining provisions contained herein, which shall continue to be valid and applicable to the fullest extent permitted by law.
- 15.7 Except as otherwise provided herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.
- 15.8 These Terms shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- 15.9 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 15.9. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.
- 15.10 Any dispute arising out of or related to these Terms shall not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.