



TERMS OF USE

1. The Terms and Conditions

Please read these terms and conditions carefully as they apply to your use of this Internet site ("Site"). By accessing and/or using the information and/or materials contained in or published on or downloaded from this Site, you acknowledge that you have read and understood the following terms and conditions, and you agree to be bound by them.

We may revise these terms and conditions from time to time by updating this posting. There will be no prior notice to you, and the revised terms will take effect when they are posted. By using the Site, you agree to be bound by any such revisions and should, therefore, periodically visit this page to determine the current terms and conditions to which you are bound.

The information and related graphics contained in or published on the Site could include inaccuracies or typographical errors. Changes are periodically added to the information herein. We may make changes or improvements, and/or update the information described herein at any time. By using the Site, you agree to be bound by any such revisions and should, therefore, periodically visit this page to determine the current terms and conditions to which you are bound.

2. Registration

You may be required to register with us in order to access certain parts of the Site. Accordingly,

you must provide us with accurate, complete and updated registration information; and you authorise us to assume that any person using the Site with your user name and password is either you or is authorized to act for you.

By using the Site, you agree that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

You acknowledge that your use of certain parts of the Site may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:

will apply to your use of the relevant parts of the Site in addition to these terms and conditions; and will prevail over these terms and conditions to the extent of any inconsistency.



3. Services

You acknowledge that we may, in our sole discretion and with or without notice:

vary the Site or any part of the Site; and

modify or discontinue the Site, any part of the Site and the services available on it without prior notice to you.

4. Site Content

All editorial content, graphics, multimedia works and other content on this Site are protected by copyright laws and/or trademark laws and/or other laws and/or international treaties. These works, logos, graphics, sounds or images may not be copied, reproduced or imitated whether in whole or in part, unless expressly permitted by us.

5. Your Use of the Site

We license you to browse the Site and, for informational or personal purposes, to print or download the materials at the Site. No other right is granted. Use for any other purpose is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible under the law.

You must retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. In particular, you must ensure that the copyright notice below appears in all copies, as follows:

COPYRIGHT NOTICE: "Copyright © 2015 Innovix Distribution. All rights reserved."

You may not alter, add or modify the materials at the Site in any way, reproduce or publicly display, distribute or otherwise use such materials for any public or unauthorized purpose or for any commercial gain.

You further undertake not to post or transmit to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material which may not be lawfully disseminated under the laws of Hong Kong or any other relevant country or that could give rise to any civil or criminal liability under any Applicable Law.

You must not disrupt or interfere with the operation of the Site or servers or other software, hardware or equipment connected to or via the Site, violate any Applicable Law relating to your use of the Site, or collect or store personal data about other users of the Site.

6. Links and Advertisements

The links in the Site will allow you to leave this Site. The linked sites are NOT under our control and we are NOT responsible for the contents or accuracy of any linked site or any link contained in a linked site (including, without limitation, sites linked through advertisements or through any search engines), or any changes or updates to such sites. We are only providing these links as a matter of convenience to the users, and such linking is not to be implied as an endorsement of the linked site.

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.

Your correspondence or dealings with, or participation in promotions of, advertisers on the Site are solely between you and such advertisers. 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.

7. Personal Data and Cookies

- a. In using the Site, you may give us "personal data/information" which can be used to identify individuals. By using the Site, you have granted us the required consent to use your personal data/information in accordance with our Privacy Policy/Statement. Please click this [link](#) to view our Privacy Policy/Statement.
- b. During your use of the Site, we may issue to and request from your computer blocks of data known as "cookies". These cookies help us to analyse web traffic and to make improvements to the Site. 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.

8. Disclaimer

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.

We endeavour to provide a convenient and functional Site, but we do not provide any warranties 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.

Although we will use reasonable endeavours to maintain the Content, we do not undertake to provide support or maintenance services for the Content.



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.

Without limiting the above provisions, everything on the Site is provided to you "as is" and "as available" without warranty(ies) or condition(s) of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.

If a jurisdiction does not allow the exclusion of implied warranties in accordance with paragraph (e) but allows limitations of a certain maximum extent, then we limit our warranties to that extent.

9. Limitation of Liability

To the extent permitted by law, our aggregate liability to you, whether for breach of these terms, for negligence, for any other tort or for any other common law or statutory cause of action arising in relation to these terms and conditions, the Site or the Content, is limited to Hong Kong dollars \$100.

To the extent permitted by law, neither we nor any other party involved in creating, producing or delivering the Site or any Content will be liable for any incidental, consequential or indirect loss or damages, including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, 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.

If a jurisdiction does not allow the exclusion or limitation of liability in accordance with paragraph (a) or (b) but allows a limitation of a certain maximum extent, then our liability is limited to that extent.

10. Cancellation

You may cancel your registration at any time by notifying us.

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 letter or spirit of this agreement or violated our rights or those of another party.

The provisions of this agreement entitled "Disclaimer", "Limitation of Liability" and "General Provisions" will survive cancellation of your registration or termination of this agreement.

11. Notices

We will give you any necessary notices by posting them on the Site. You agree:

to check the Site for notices; and

that you will be considered to have received a notice when it is posted on the Site.

12. Governing Law and Jurisdiction

- a. These terms and the relationship between you and us shall be governed by the laws of Hong Kong.
- b. The Site can be accessed from all countries around the world where the local technology permits. As each of these places has differing laws, by accessing the Site both you and us irrevocably agree that:
 - i. the laws of Hong Kong will apply to all matters relating to the use and access of the Site;
 - ii. this agreement will be governed by the laws of Hong Kong; and
 - iii. you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

13. General Provisions

If any part of this agreement is held to be or becomes unenforceable, illegal or invalid for any reason, such unenforceable, illegal or invalid part will be deemed to be severed from this agreement, and the remainder will remain in full force and effect.

You agree to indemnify and to hold us, our officers, directors, employees and agents harmless from and against any claim, action, demand, loss, damage, liability proceeding and or expense suffered or incurred by us resulting from or which is related to your use of the Site or the Content or your breach of this agreement.

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this agreement to any person at any time.

The English version of these terms and conditions will prevail over any Chinese version which may be provided for information purposes.

If we do not exercise any right or remedy under this agreement, this does not mean that they have been waived.

14. Definitions

"Applicable Law" in relation to any person, action or thing means the following in relation to that person, action or thing:

any law, rule or regulation of any country (or political sub-division of a country);
any obligation under any licence in any country (or political sub-division of a country); and
any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

"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)

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

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