

TERMS AND CONDITIONS (條款細則)

This is an agreement between you and Resbo Technology Limited (“Agreement”), which specifies the terms and conditions for using any products, services, materials and/or information provided by Resbo Technology Limited and related third parties (“Services”). Please read this Agreement carefully. Resbo reserves the absolute right to revise/update these terms and conditions at any time without giving you any notice. By using and continuing to use the Services and/or Contents following such modifications to these terms and conditions, you agree to be bound by such modifications as well.

A. DEFINITIONS

“Resbo” means: Resbo Technology Limited.

“Services” means any products, services, materials and/or information provided by Resbo Technology Limited and related third-parties.

“Contents” means any information and materials including but not limited to texts, graphics, photos, scripts, messages, audio clips, videos...etc submitted to and/or provided by Resbo Technology Limited and any third parties for the delivery of Services.

“Licensed Applications” means any applications, websites and software provided by Resbo Technology Limited for the delivery of Services.

“External Party” means any person, party or entity other than Resbo Technology Limited.

"External Service" means any related products, services, materials and/or information offered and/or provided by an External Party no matter whether or not the products, services, materials and/or information are linked to or delivered through the Services of Resbo Technology Limited.

B. INTRODUCTION TO OUR SERVICES

This Agreement governs your use of the Services, which are accessible through mobile applications (“Apps”), internet webpage (“Website”), messages and other means, and the creation and usage of the Contents.

To use the Services, you need to possess compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services performance may be affected by these factors.

You can create and submit materials for the Services. Before submitting any materials, you must ensure that you own the intellectual property rights of the materials. You may be held responsible for any infringement of intellectual property rights and other legal obligations for your submission.

When you make your submission, you irrevocably agree to allow Resbo to make use of the materials for whatever purposes deemed appropriate by Resbo. Your submitted materials may become part of the Contents and Resbo reserves the right to archive, retrieve, duplicate, transfer and/or remove any part of your submitted materials as considered appropriate without giving you any reason and/or notice.

You can use the Services and access the Contents including materials provided by Resbo, related parties and/or other users. Resbo reserves all the intellectual property rights of all the Contents. You are not allowed to archive, retrieve, copy, duplicate and/or share any of the Contents without the written approval from Resbo.

All Contents, including materials and information provided by Resbo, users and other parties are not verified. The Contents are only for the sharing among all Resbo users as basis for discussion and quick reference and shall not be considered as advertisements, parts of agreements, and/or invitations to purchase any products or services. You have the full responsibility to independently verify the accuracy, consistency, reliability and quality of all the Contents before use. You shall always consult professionals and seek legal advice before signing any agreements or contracts. Resbo shall not be liable for any of your losses and damages as a result of the use of any Services and/or Contents. You also agree to indemnify Resbo as a result of, or incidental to, your act(s) or infringement of any intellectual property rights of any the materials on indemnity basis.

Resbo is not a party to any contracts and/or agreements between you and an External Party unless the contracts and/or agreements are signed between you and Resbo. The Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this Agreement and any agreements between you and Resbo.

C. Privacy Policy

Our Privacy Policy complies and exceeds the requirements of The Personal Data (Privacy) Ordinance of Hong Kong. Please refer to the Privacy Policy for details.

D. USING OUR SERVICES

RESBO ACCOUNT REGISTRATION AND REFERRAL

You must be of age 18 or above to use Resbo Services.

Using our Services and accessing the Contents may require Resbo accounts (“Account”). You may need different accounts for different Services. Resbo reserves the absolute rights to restrict, delete and remove any accounts and related materials and ban the registrants of any accounts from using any of the Services and Contents without giving any reason and/or notice.

Some of the Services may have prerequisite and/or statutory requirements and you may be required to make declarations before you can use the corresponding Services. Making false declaration may have legal implications.

You are responsible for maintaining the confidentiality and security of your Account. Resbo is not responsible for any loss arising from the unauthorized use of your Account. Please contact Resbo immediately if you suspect that your Account has been compromised.

During the Account registration process, you may be suggested to elect a registered user as your referrer to the Services (“Referrer”). By electing a Referrer, you acknowledge and irrevocably agree that the Referrer may accept rewards in any kinds thereafter as a result of the user's activities including but not limited to: registration of the Account; use of Services and External Service; and any other activities related directly or indirectly to our Services. After the user's Account is opened, it is not allowed to add, delete, change or replace the Referrer.

USE OF SERVICES AND CONTENTS

Your use of the Services and the Contents must comply with all the Terms and Conditions including the Usage Rules below. Any non-compliance is a material breach of this Agreement. Resbo may monitor and collect data related to your use of the Services and Contents as considered appropriate by Resbo.

USAGE RULES

- You may use the Services and Contents only for personal and noncommercial purposes, unless you are authorized by Resbo to do so.
- Resbo's delivery of Services and/or Contents does not transfer any intellectual property rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
- You may not tamper with or circumvent any security technology included with the Services.
- You may not upload viruses or other malicious code.
- You may not do anything that could disable, overburden, or impair the proper working or appearance of Resbo, such as a denial of service attack or interference with page rendering or other Resbo functionality.
- You may not solicit login information or access an account belonging to someone else.
- You may access our Services only using Resbo's software, and may not modify or use modified versions of such software.
- You may not collect, duplicate and/or archive the Contents or any related information, or otherwise access Resbo, using automated means, such as harvesting bots, robots, spiders, or scrapers.

E. YOUR SUBMISSIONS TO OUR SERVICES

Our Services may allow you to submit contents such as text, pictures, videos and messages. Your use of such features must comply with the Submissions Guidelines below. If you see any material that do not comply with the Submission Guidelines, please report to us immediately.

SUBMISSION GUIDELINES

You may not use the Services to:

- post any material that violates the laws of Hong Kong;
- post any materials that you do not have intellectual property rights to do so;
- post any objectionable, offensive, unlawful, deceptive, harmful, malicious, discriminatory, or defamatory content;
- post any personal, private or confidential information belonging to others;
- post any content that is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- post any content or take any action on Resbo that infringes or violates someone else's rights or otherwise violates the law;
- bully, intimidate, or harass any other users;
- request personal information from a minor;
- impersonate or misrepresent your affiliation with another person, or entity;

- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, information and/or announcements; and
- plan or engage in any illegal, fraudulent, or manipulative activity.

Whenever you submit any information for Services, you agree to allow everyone, including people of Resbo, to access and use those materials, and to associate it with your user profile, such as your user name. Please refer to our PRIVACY POLICY for details.

If you submit any materials covered by intellectual property (IP) rights, you hereby irrevocably grant Resbo a worldwide, transferable, sub-licensable, royalty-free, perpetual, nonexclusive license to use the materials for the Services and other activities including promotional and marketing activities. Resbo may monitor, copy, edit, remove, archive and retrieve any submitted materials as considered appropriate by Resbo.

We always appreciate your feedback or other suggestions about our Services, but you acknowledge that we may use your feedback or suggestions without any obligation to compensate you for them.

F. LICENSE TERMS

END USER LICENSE

Software that is used to deliver Resbo Services, including but not limited to the Apps and the Website, are licensed, not sold, to you. Your license to use all or any part of such software is subject to your acceptance of this Agreement. Your license to use any software under this Agreement is granted by Resbo. Resbo reserves all the absolute rights of the Licensed Applications and may cancel your license to use without giving you any reason, notice and/or compensation.

SCOPE OF LICENSE

Resbo grants you a nontransferable license to use the Licensed Applications on any devices that you own or control and as permitted by this Agreement. The terms of this Agreement shall govern any Services, Contents and any other materials accessible from the Licensed Applications as well as any upgrades that replace or supplement the original Licensed Application. You may not distribute or make the Licensed Applications available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof. You shall not sell your license to any person and you do not have any intellectual property rights whatsoever as a result of our granting you a licence.

CONTENTS OF LICENSE

Contents can be provided to you by Resbo or an External Party including another user, an advertiser or a commercial entity. All Contents are not verified and shall solely be used for reference purpose. You have the full responsibility to independently verify the accuracy, consistency, reliability or quality of all the Contents. Resbo is not liable for any of your losses and/or damages as a result of the accuracy, consistency, reliability or quality of the Contents.

CONSENT TO USE OF DATA

You agree that the Resbo may collect and use all data and related information, including but not limited to the technical information about your device usage, system software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you. Resbo may use this information to improve its products, enhance existing services, provide new services, promote products and services and any other purposes as considered appropriate by Resbo.

TERMINATION

This Agreement remains effective until and after the termination of being a user of our Services no matter it is terminated by yourself or by Resbo.

SERVICES AND EXTERNAL SERVICE

The Licensed Applications may enable access to the Services and/or External Service. You agree to use the External Service at your sole risk. Resbo is not responsible for examining or evaluating the Contents, and shall not be liable for any losses and damages caused. All Contents are for general informational purposes only. You shall not use the Services and/or External Service in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of Resbo and/or any External Party. To the extent you choose to use the Services and External Service, you are fully responsible for all risks and applicable laws, liabilities and obligations. Resbo reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any of the Services and/or External Service at any time without notice or liability to you.

G. RECOMMENDATION FEATURES

The Services may make recommendations to you based on your access of Contents or other activities. By using or accessing the Services, you give Resbo absolute permission to collect and store your usage data, including but not limited to data about your device activity, location, and usage pattern.

H. ADDITIONAL ADVERTISEMENT TERMS

You agree that Resbo may send you promotional and advertising contents provided by advertisers. The promotional and advertising contents are not checked or verified by Resbo. You agree that Resbo shall not be liable for any of your losses and damages as a result of the use of the promotional and advertising contents and/or the signing of any agreements between you and the advertisers.

I. MISCELLANEOUS TERMS

EXTERNAL SERVICE

Resbo is not responsible or liable for any External Service no matter it is linked to the Contents and Services or not.

COPYRIGHT

Resbo reserves the copyrights of all Contents and Licensed Applications. If you believe that any parts of the Contents infringe a copyright claimed by you, please contact Resbo immediately.

INTELLECTUAL PROPERTY

All the Contents, Services and Licensed Applications are subject to intellectual property rights. You shall not use any information or materials in any way whatsoever except for personal and noncommercial use in compliance with this Agreement unless otherwise agreed by Resbo. No parts of the Contents, Services and Licensed Applications may be reproduced in any form or by any means. You are not allowed to exploit, modify, rent, loan, sell, or distribute any part of the Contents, Services and Licensed Applications in any manner.

The Resbo name, Resbo logo, and other Resbo trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Resbo Technology Limited in Hong Kong and all the rights are hereby reserved by the Resbo Technology Limited. You are granted no right or license with respect to any of the aforesaid trademarks.

TERMINATION AND SUSPENSION OF SERVICES

Resbo reserves absolute rights without giving you any reason and/or notice to: (i) terminate this Agreement and/or your Account; and/or (ii) terminate your license to use the Licensed Applications; and/or (iii) preclude your access to the Services.

Resbo further reserves the right to modify, suspend, or discontinue the Services and Contents (or any part thereof) at any time with or without notice to you, and Resbo shall not be liable to you and/or to any External Party should it exercise such rights.

DISCLAIMER OF WARRANTIES

Resbo does not guarantee, represent, or warrant that your use of the Licensed Applications, Contents and Services shall be uninterrupted or error-free, and you agree that Resbo may at any time modify, upgrade, remove and cancel the Licensed Applications, Contents and/or Services for indefinite periods of time, or otherwise limit or disable your access to the Licensed Applications, Contents and/or Services without giving you any reason, notice and/or compensation.

You expressly agree that your use of, or inability to use, the Licensed Applications, Contents and/or Services is at your sole risk. The Licensed Applications, Contents and/or Services delivered to you are provided "as is," "as appropriate" and "as available" for your use, with all faults and without warranties of any kind, including all implied warranties of merchantability, fitness for use, title, and non-infringement.

In no case shall Resbo, its directors, officers, employees, affiliates, agents, contractors, advertisers or related parties be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Contents, Licensed Application, Services and/or External Service or any claims related in any way to your use of the Contents, Licensed Application, Services and/or External Service, even if advised of their possibility.

You understand and agree that your submission of any information and materials is at your sole risk, and you hereby release Resbo from all liabilities to you for any related losses and damages.

Resbo does not represent or guarantee that the services shall be free from faults, loss, corruption, attack, viruses, interference, hacking, or other security intrusion. You acknowledge that your use of the services is at your sole risk, and you hereby release Resbo from any related liabilities.

Resbo is not responsible for data charges that you may incur for downloading the Contents and Licensed Applications and using the Services.

INDEMNITY AND WAIVER

By using the Services and Contents, you agree to indemnify Resbo, its directors, officers, employees, affiliates, agents and contractors against any losses and damages caused by your fault and/or your breach of this Agreement.

You agree that you shall not sue or recover any losses and damages from Resbo, its directors, officers, employees, affiliates, agents and contractors as a result of its decision to remove or refuse to process any information or contents, to warn you, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of Resbo's conclusion that a violation of this Agreement has occurred.

This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. You agree that your responsibility to indemnify Resbo for whatever reason shall remain valid after you no longer hold any Account or after termination of this Agreement.

LIMITATION OF LIABILITY

In the case where jurisdictions do not allow the complete exclusion or limitation of liability for losses and damages, to the extent not prohibited by law, Resbo shall not be liable for any damages and losses including personal injury, death, property damage, loss of profits, loss of data, loss of business opportunity, business interruption and any actual, special, direct, indirect, incidental and consequential damages whatsoever arising out of or related to your use of or inability to use the Contents, Licensed Application, Services and/or External Service however caused, regardless of the theory of liability and even if Resbo has been advised of the possibility of such damages. Even if Resbo is adjudicated by any competent law court to pay any damages, you agree that in no event shall Resbo's total liability to you for all your losses and damages exceed the amount of Fifty Hong Kong Dollars (HK\$50.00). This provision shall survive after you no longer hold any Account or after the termination of this Agreement.

GOVERNING LAW

This Agreement, and the relationship between you and Resbo, are construed in accordance with and are governed by the laws of Hong Kong. You and Resbo hereby irrevocably agree to submit to the exclusive jurisdiction of the courts located in Hong Kong, to resolve any disputes or claims arising from this Agreement.

MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between you and Resbo. It governs your use of the Services, Contents, Licensed Applications and External Service and supersedes any prior agreements with respect to the same subject matter between you and Resbo. You may be required to comply with additional terms and conditions when you partake some specific activities and/or use some specific Services, Contents, Licensed Applications and External Service. You also may be subject to additional terms and conditions when you use affiliated products, services and software.

You agree to comply with all related laws, statutes, ordinances, and regulations that may apply to your use of any of the Contents, Licensed Application, Services and/or External Service.

You hereby grant Resbo the right to take steps that Resbo believes are necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Resbo has the right, without liability to you, to disclose any information to law enforcement authorities and/or any External Party, as Resbo believes it is necessary or appropriate to enforce and/or to verify compliance with any part of this Agreement.

Children under the age of 18 shall review this Agreement with their parents or guardians to ensure that they fully understand this Agreement.

AGREEMENT CHANGES

Resbo reserves the right to modify this Agreement and any related agreements, rules and/or procedures at any time without giving you any notice. Such modifications shall become effective once incorporated. Your continued use of the Services, Contents, Licensed Applications and/or External Service shall be deemed acceptance thereof.

If any part of this Agreement is or becomes illegal, invalid or unenforceable, that part shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, its original intention, and the remaining parts shall remain in full force and effect. Resbo's failure to enforce any rights or provisions in this Agreement shall not constitute a waiver of such or any other provisions.

Resbo Technology Limited

Date of Revision: 13 July 2019