

# Sino Development eTender System

## Terms of Use

PLEASE READ THE TERMS AND CONDITIONS SET OUT BELOW, WHICH APPLY TO YOUR USE OF THIS **DEVELOPMENT eTENDER SYSTEM** (“**THIS SYSTEM**”). YOUR ACCESS TO AND USE OF THIS SYSTEM SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ACCEPT ALL OF THESE TERMS, YOU SHOULD IMMEDIATELY LEAVE THIS SYSTEM AND NOT USE IT.

### **1. Definitions**

1.1. Capitalised terms used in these Terms shall have the following meanings: -

“**Closing Date**” means the closing date and time specified by Sino for Contractor/Supplier to submit their Tender Submissions under this System.

“**Development eTender System**” has the meaning given in Clause 2 below.

“**Development eTender System Content**” or “**the Content of this System**” means any data, materials, communications or information, in any format whatsoever, including, without limitation, any data files, text, computer software, images, graphics, photos, videos, sound, audio files, recordings directories, documents or any other materials used, displayed on, or transmitted or made available by us through this System, including, without limitation, any Tender Documents (as defined hereinafter), Tender Notices, Tender Addendum, Response to Tender Queries, clarifications, notice of acceptance or letter of award.

“**Disabling Code**” means any virus, “back door”, “time bomb”, “logic bomb”, “Trojan Horse”, “worm”, “drop dead device” or any other software, computer program or malicious code intended or designed to: -

- (a) permit access to or use of our computer systems or the computer systems of any third-party (including other users); or
- (b) disable, damage, corrupt, erase, interfere, monitor, intercept, copy, or disrupt or impair the normal operation of, our computer systems, the computer systems of any third-party (including other users), the Development eTender System, this System or any associated data or information.

“**Intellectual Property Rights**” means any trademarks, service marks, logos, trade names, corporate names, internet domain names, patents, registered designs, copyrights, design rights, database rights, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable in any part of the world, whether registered or not, and including any applications for the registration of any such rights, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief from any past, current or future infringement, misappropriation or violation of the foregoing rights.

**"Loss"** means losses, liabilities, judgments, awards, damages, fines, penalties, sanctions, settlements, claims, demands, actions, costs, charges, expenses and liabilities of whatsoever nature (including attorney/legal fees for both internal and external counsel, and costs related to investigation, arbitration, litigation or settlement).

**"Privacy Policy"** means the Personal Information Collection Statement of the Development eTender System and Sino's privacy policy which is available/uploaded to this System.

**"Registered Account"** means an account established by us in connection with this System and assigned to a Registered Contractor/Supplier to use at this System. To apply for a Registered Account, Contractor/Supplier must complete the application and registration process in accordance with the Supplier User Manual which is available/uploaded to this System.

**"Registered Contractor/Supplier"** means a Contractor/Supplier who holds a Registered Account at this System.

**"Response to Tender Queries"** means any response, upon replied by the consultants, issued by us to a Tender Query.

**"Sino", "us", "we", "our"** means Sino Administration Services Limited and/or its subsidiaries, affiliates or associated companies.

**"Contractor/Supplier"** means a person, company, organization, partnership or entity that carries out the business of providing or supplying goods and/or services, which may be required by us from time to time.

**"System"** means the electronic platform and all hardware, software, networks, technology, interfaces and any other information technology systems, that are owned, licensed, used, controlled and/or operated by us in relation to this System. All references to the "Development eTender System" shall be deemed to include references to "this System".

**"Tender"** means the offer submitted by a Tenderer in response to and in accordance with the terms of the relevant Invitation to Tender and/or requests for quotations, including any schedules or attachments to that offer and, if applicable, includes all or any of the Supplemental Tenders.

**"Tenderers"** means the Registered Contractor/Suppliers who are invited by us to submit a Tender.

**"Tender Documents"** means all or any documents which are prepared by us and/or by our consultants and are uploaded to this System for tendering, in relation to an intended tender and/or requests for quotations and includes, without limitation, any Response to Tender Queries and any and all schedules and attachments to such documents, including any amendments and supplements to them.

**"Tender Addendum"** means any written document issued by us for the purposes of modifying, supplementing or amending any part of the Tender Documents and includes addendum, revisions, amendments and supplements to the Tender Documents.

**"Tender Notice" or "Invitation to Tender"** means a notice notifying Tenderers that an Invitation to Tender has been issued and inviting Tenderers to download copies of the relevant Tender Documents.

**"Tender Query(ies)"** means a query or queries raised by Tenderers in relation to Tender Documents.

**"Tender Submissions"** means all or any documents submitted by a Tenderer in response to and in accordance with the requirements of the relevant Invitation to Tender and the applicable Tender Documents and includes, without limitation, any other information, materials and documents submitted by the Tenderer in relation thereto.

**"Terms"** means these Terms of Use of this System.

**"user", "you" or "your"** means the user of this System which includes any company, organisation, partnership or entity whose employee, officer, director, representative or agent is accessing or using this System on its behalf.

**"Valid Certificate"** means a Certificate of Registered General Building Contractor and business registration certificate.

**"Your Content"** means any data, materials, communications or information, in any format whatsoever, including, without limitation, any data files, text, computer software, images, graphics, photos, videos, sound, audio files, recordings directories, documents, that is made available on or transmitted through this System by you, including without limitation, any Tender Submissions and Tender Queries.

- 1.2. Whenever the words include, includes, including or in particular (or similar derivatives) are used in these Terms, they are deemed to be followed by the words without limitation.
- 1.3. Clause headings and the division of these Terms into separate parts are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation, construction or enforceability of any of the terms and conditions contained in these Terms and are not intended and shall not affect the application of any of the provisions to the entirety of these Terms. You shall be bound by and be fully obligated to comply with all the terms and conditions of these Terms.

## **2. Introduction**

The Development eTender System is provided for the purposes of enabling the posting or transmission by us of any notice, invitation, information or document in relation to an intended procurement/tender and/or requests for quotations which includes, without limitation, any Tender Documents, in an electronic format for viewing and downloading by the Tenderers, and for the electronic submission and uploading of any Tender Submissions and/or Your Content by the Tenderers through the use of this System.

## **3. Change of Terms**

We may amend these Terms and the Privacy Policy from time to time in our sole discretion without notice or liability to you. Any amended version of the Terms and the Privacy Policy shall be uploaded and made available on this System. You are responsible for regularly reviewing the Terms and the Privacy Policy. By continuing to access to and use this System following such amendments, you agree to be bound by the latest version of the Terms and the Privacy Policy.

#### **4. Changes to the Development eTender System**

We may, in our sole discretion and at any time, without notice or any liability to you, add to, amend or remove any Content of this System, or modify, discontinue, suspend or terminate this System (or any part thereof).

#### **5. Tender Documents**

- 5.1. You must be a Registered Contractor/Supplier and must log onto your own Registered Account to access to, view and download the Content of this System.
- 5.2. You shall be solely and fully responsible for ensuring that you have the appropriate hardware, equipment and software that enables you to use this System and/or to view or download any or all of the Content through this System.
- 5.3. You acknowledge and agree that during the transmission or downloading of any Content through this System, this System may fail, be interrupted, breakdown, contain viruses, malfunction, be slow to process, contain errors or any other defects or defaults. No guarantee, representation, undertaking or warranty is provided by us to avoid, prevent or rectify such circumstances. In the event of any failure, interruption, breakdown, malfunction, slow processing, error or any other defect or default in this System, you agree that you shall contact us promptly.
- 5.4. We shall in no way be responsible or liable to you for any losses (including loss of opportunity, loss of potential business etc), damages, costs or expenses incurred or suffered by you as a result of any delay, failure, interruption, breakdown, viruses, malfunctions, errors, defects or defaults in the transmission or downloading of any of the Content of this System.

#### **6. Tender Addendum to the Tender Documents**

- 6.1. We may at any time issue one or more Tender Addendum to the relevant Tender Documents, prior to the relevant Closing Date. An email will be sent to your Registered Account on this System once a Tender Addendum has been issued, and the date of sending such email will be deemed to be the effective date of such Tender Addendum to the relevant Tender Documents; as applicable (“**Amendment Date**”). We shall in no way be liable in the event that you fail to receive any such email from us.
- 6.2. You shall be fully responsible for checking this System on a regular basis to ensure that you are kept up-to-date and aware of any Tender Addendum to the relevant Tender Documents and shall be responsible for ensuring that your Tender Submissions fully comply with and take into account the Tender Addendum to the relevant Tender Documents. We shall in no way be liable for any failure by you to take into account any Tender Addendum to the relevant Tender Documents in your Tender Submissions.
- 6.3. In the event that we issue any relevant Tender Addendum to the relevant Tender Documents in accordance with Clause 6.1 above, you acknowledge and agree that: -
  - (a) all of your relevant Tender Submissions submitted to us before and/or after the relevant Amendment Date shall represent the full and entire offer made by you in response to the relevant Tender Documents, as applicable; or
  - (b) if no amendments to Tender Submissions are submitted by you following the Amendment Date, then the relevant Tender Submissions which were submitted by you prior to the relevant Amendment Date shall represent the full and entire offer made by you in response to the relevant Tender Documents, as applicable.

## **7. Tender Query and Response to Tender Query**

- 7.1. You must log onto and use your own Registered Account to submit Tender Query through this System.
- 7.2. You represent and warrant that your Tender Queries have been internally approved and is valid and enforceable against you.
- 7.3. This System shall not accept and/or we shall not be obligated to consider or provide any response to any Tender Query where you are in breach of these Terms, including Clause 7.1 above. Without prejudice to the generality of the foregoing, if Tender Query submitted on this System: -
- (a) does not fully comply with the terms and conditions contained in the relevant Tender Documents where applicable;
  - (b) does not comply with any of the formatting requirements specified by us;
  - (c) is not in accordance with the Terms;
  - (d) is contaminated with a virus or Disabling Code, or is otherwise corrupted, or not readable or printable into readable text; or
  - (e) has not successfully completed its transmission by the relevant deadline imposed by us;

then such Tender Query shall not be considered by us and we shall not be liable for any failure to consider or provide any response to Tender Query in such circumstances.

- 7.4. You acknowledge and agree that any Tender Queries that are not fully and successfully received by us by the relevant deadline specified by us shall be invalid. We have no obligation to and shall not take into consideration any Tender Queries that are not fully and successfully transmitted to and received by us by the relevant deadline specified by us.
- 7.5. If applicable, we will issue a Response to Tender Queries to the relevant Tender Documents prior to the relevant Closing Date. We shall send an email to your Registered Account on this System once a Response to Tender Queries has been issued, and the time and date of sending such email will be final and conclusive evidence of our issue of the relevant Response to Tender Queries. We shall in no way be liable in the event that you fail to receive any such email from us.
- 7.6. You shall be fully responsible for checking this System on a regular basis to ensure that you are kept up-to-date and aware of any Response to Tender Queries and shall be responsible for ensuring that your Tender Submissions fully comply with and take into account Response to Tender Queries, as the case may be. We shall in no way be liable for any failure by you to take into account any Response to Tender Queries in your Tender Submissions.
- 7.7. In the event that we issue any Response to Tender Queries in accordance with Clause 7.5 above, you acknowledge and agree that: -
- (a) all of your relevant Tender Submissions submitted to us before and/or after the date of the Response to Tender Queries, as the case may be, shall represent the full and entire offer made by you in response to the relevant Tender Documents, as applicable; or

- (b) if no amendments to your Tender Submissions are submitted by you to us following the date of the Response to Tender Queries, then the relevant Tender Submissions which were submitted by you prior to the date of the Response to Tender Queries shall represent the full and entire offer made by you in response to the relevant Tender Documents as applicable.

## **8. Hardcopy Submissions**

- 8.1. We may, in our sole discretion, require you to submit your Tender Submissions (in whole or in part) in hard copy as well as through this System by stating in the relevant Tender Documents. In the event that any of your Tender Submissions (in whole or in part) are submitted by you to us in hard copy, as well as electronically through this System: -
- (a) you represent, warrant and undertake that the hard copy version of your Tender Submissions submitted by you shall be fully identical to the electronic version submitted by you through this System;
  - (b) you acknowledge and agree that the electronic version submitted by you through this System shall prevail in the event of any discrepancies between the electronic version or hard copy version of the Tender Submissions;
  - (c) you shall indemnify us for any loss, damages, costs or expenses suffered by us as a result of any discrepancies between the hard copy version and electronic version of the Tender Submissions; and
  - (d) you shall duly sign all hard copy versions of any Tender Submissions submitted by you to us in hard copy.

## **GENERAL PROVISIONS**

### **9. Your General Obligations**

- 9.1. You agree to use this System or any Content of this System only for Tender purposes that are permitted by:
- (a) these Terms;
  - (b) the Privacy Policy; and
  - (c) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.
- 9.2. You agree not to use this System or any Content of this System in any way that: -
- (a) is unlawful and/or breaches any applicable laws, regulations, codes, guidelines or orders; or
  - (b) contravenes or infringes upon any of our rights or any third parties' rights (including Intellectual Property Rights).
- 9.3. You agree that: -
- (a) you shall only use this System, your Registered Account or the Content of this System, and may only download and copy the Content of this System, solely and exclusively as needed for the Tender purposes;
  - (b) you will not use this System, your Registered Account or the Content of this System, for any purpose not expressly permitted in these Terms;
  - (c) you will not copy, reproduce, download, re-publish, sell, exploit or distribute any part of this System or the Content of this System (subject to Clause 9.3(a) hereinabove);
  - (d) you will not engage in any activity that interferes with or disrupts this System;

- (e) you, and your employees, sub-contractors, agents, representatives or affiliates, shall not install, import or transmit (and shall take reasonable measures to prevent against the installation, importation or transmission of) any Disabling Code or similar malicious instructions, codes, techniques or devices capable of disrupting, disabling, damaging or shutting down this System (or any part thereof) or any other telecommunications, computer systems, networks or devices, or otherwise attempt to gain unauthorised access to this System or any other telecommunications, computer systems, networks or devices connected to this System;
- (f) you shall not take any action or allow any third party to take any action that would enable you, or any third party, to gain unauthorised access to, or to tamper with or use this System or any of our computer systems or networks; you shall be responsible for any and all actions taken at or through your Registered Account on this System, and persons accessing to and using its Registered Account on this System are and shall be deemed to be fully authorized by you.
- (g) you are solely responsible for, and we have no responsibility to you or to any third party for any breach of your obligations under these Terms, and for the consequences of any such breach;
- (h) you shall not use this System, your Registered Account to post, send, communicate, transmit, knowingly receive, upload or download any material that is (or engage in any behaviour that is or encourages any) harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene, unlawful, fraudulent, misleading, causes annoyance, or are intended to deceive, or are otherwise objectionable or unreasonable; and shall not transmit any advertisements or other unsolicited commercial communications, or engage in spamming;
- (i) you shall not interfere with other persons' use and enjoyment of this System or the Content of this System;
- (j) you shall not commit fraud or otherwise impersonate any person or falsely state or misrepresent yourself as being or being affiliated with another person; and
- (k) we have the right at any time, and without notice, to monitor and record your access to and use of this System and your Registered Account.

## **10. Your Content**

- 10.1. You agree that you are solely and fully responsible and liable for all of Your Content.
- 10.2. You represent and warrant that Your Content is accurate, current and complete and shall not infringe the rights of any third party (including Intellectual Property Rights).
- 10.3. You agree that we have the exclusive, worldwide, irrevocable, royalty-free and transferrable right to use, modify, copy, or create derivative works from Your Content unless express contrary provisions are clearly stated in the Tender Documents.
- 10.4. Your Content once uploaded cannot be recalled, removed or deleted by you.

## **11. Intellectual Property Rights**

- 11.1. You acknowledge and agree that we and/or our licensors or contractors own all legal rights, title and interest, including any Intellectual Property Rights, in and to this System, the Content of this System and all Tender Documents.
- 11.2. You shall not modify, copy, rent, lease, loan, sell, distribute or create derivative works based on the Content of this System or Tender Documents unless expressly authorised under these Terms or by us beforehand in writing.

- 11.3. Nothing in these Terms shall give you a right to use any of our names, trademarks, service marks, logos or domain names for any purpose whatsoever.
- 11.4. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within this System, the Content of this System or Tender Documents.

## **12. Hyperlinks**

- 12.1. This System may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by third parties unrelated to us. You understand and agree that: -
- (a) we have no control over and do not monitor such third-party websites, content, or resources;
  - (b) we make no guarantee or warranty, and are not responsible for any such external sites, content or resources (or any products, goods or services promoted, referred to or offered on such external sites or resources); and
  - (c) we do not endorse any websites linked to this System, or any advertising, products, goods, services or other materials on or available through such websites or resources.
- 12.2. You understand and agree that you access such external websites, content or resources at your own risk, and we shall not be responsible or liable for any loss or damage, whatsoever (whether indirect, direct or consequential), in relation to third party websites, content or resources, or goods, services or material posted, viewed, accessed, advertised, provided, referred to or made available via such external websites or resources.

## **13. Disclaimers**

- 13.1 The Content of this System is provided for your general reference only, and is not intended to amount to any advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from taking any action based on the Content of this System. You are responsible to ensure that your use of the Content of this System and/or this System complies with your requirements and all applicable legal requirements.
- 13.2 You expressly understand and agree that your use of this System, the Content of this System and your Registered Account are at your sole risk and that such is provided on “as is” and “as available” basis.
- 13.3 To the fullest extent permissible by laws, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, completeness and accuracy.
- 13.4 Without prejudice to the generality of clause 13.3 above, we make no representations or warranties: -
- (a) as to the accuracy, quality, completeness, correctness, adequacy, reliability or validity of any information or material provided on or through this System, your Registered Account, and/or during your registration and application process for a Registered Account, including, without limitation, the Content of this System;



- (b) that this System, the Content of this System or Registered Account will meet your requirements, or are free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
- (c) that your use of this System, the Content of this System or Registered Account and/or during your registration and application process for a Registered Account will be uninterrupted, timely, secure or error-free; or
- (d) that defects in the operation or functionality of this System, the Content of this System, Registered Account, and/or during your registration and application process for a Registered Account, will be corrected.

13.5. Any materials, including the Content, downloaded or otherwise obtained through the use of this System or Registered Account is done at your own discretion and sole risk and you shall be solely responsible for any damage to your computer system or other devices or loss of data that results from the downloading of any such material.

#### **14. Limitation of Liability**

14.1. Nothing in this Clause 14.1, or Clause 13 above, shall exclude or restrict any warranty or liability: -

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) that may not be lawfully excluded or limited by applicable law.

Only the limitations and/or exclusions that are lawful under the applicable law will apply, and our liability will be limited to the fullest extent permissible by laws.

14.2. We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for any loss whatsoever (including whether general, special, indirect, direct, nominal, punitive, incidental or consequential), including loss of profit; loss of revenue; loss of time; loss of anticipated savings; loss of opportunity; loss or corruption of data; loss of use; loss of business; wasted expenditure; loss of or damage to physical property; business interruption; loss of or damage to goodwill; or cost of procuring substitute services, which may arise in relation to these Terms, the Content of this System, this System, your Content or Registered Account whether or not we were advised in advance of the possibility of such loss.

14.3 Without prejudice to Clause 13 or the generality of Clause 14.2, we shall not be liable to you for any loss (whether special, indirect, direct, punitive, incidental or consequential), whether in contract, tort (including negligence), equity or otherwise, or any other loss resulting from or in relation to: -

- (a) your use, access or inability to use or access this System, the Content of this System, your Content, your Registered Account, and/or during your registration and application process for a Registered Account;
- (b) any changes made by us to this System, the Content of this System, your Registered Account, and/or during your registration and application process for a Registered Account, or for any permanent or temporary cessation (in whole or in part) in the provision of this System, the Content of this System, your Registered Account, and/or during your registration and application process for a Registered Account;
- (c) any deletion of, corruption of or failure to store any of your Content and other communications data maintained or transmitted by you through the use of this System or Registered Account, and/or during your registration and application process for a Registered Account;

- (d) your failure (or any of your employees, officers, members, owners, representatives or agents' failure) to keep any password, token, including but not limited to any account details required to access your Registered Account or this System, confidential and secure;
- (e) any third-party materials accessed, viewed, downloaded, used, relied on or otherwise obtained by you in relation to or via this System, your Registered Account or the Content of this System;
- (f) any statements made by, or the conduct of, any third party on or through this System; or
- (g) Violation of your intellectual property rights by any third-party.

14.4. Clause 14.2 and 14.3 shall apply irrespective of whether or not we have been advised or should have been aware of the possibility of any such losses arising.

## 15. Indemnity

15.1. You hereby agree to fully indemnify, defend and hold us and our employees, contractors, partners, officers, directors, agents, affiliates, and licensors ( “ **the Indemnified Parties**” ) harmless from and against all Losses that may arise directly or indirectly out of or in connection with: -

- (a) any breach or non-compliance by you of any of these Terms or applicable policies and terms and conditions;
- (b) your use of this System, the Content of this System or your Registered Account;
- (c) Your Content, including: -
  - (i) any use by us or other third parties of Your Content;
  - (ii) any claim that Your Content violates any applicable laws or infringes the rights of any third party (including a third-party’s Intellectual Property Rights);
- (d) any violation, contravention, breach or infringement of our or any third-party’s Intellectual Property Rights, or the unauthorised use or misappropriation of any trade secret or confidential information of ours or any third party, caused by you, or your employees, officers, members, owners, agents or affiliates; or
- (e) any breach by you of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) and/or any other applicable data protection laws.

15.2. You shall cooperate fully with us in the defence of any claim made by any third parties. We reserve the right to assume the exclusive defence and control of any matter or claim that is subject to indemnification by you in accordance with Clause 15.1 above. You hereby acknowledge that damages for improper use of this System or any Content of this System may be irreparable, and we are entitled to seek equitable relief, including injunctions and preliminary injunctions, in addition to all other remedies.

## 16. Personal Data Privacy

16.1. Any personal data that may be collected by us in connection to the use of this System shall be governed by the Privacy Policy of this System which is available/uploaded to this System.

16.2. You shall: -

- (a) fully comply with the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) and/or any other applicable data protection laws in respect of any personal data provided by you to us; and

- (b) ensure (and you hereby represent and warrant) that we have the right and the required consent to use any personal data provided by you to us for the purposes of: -
- (i) processing your application for a Registered Account;
  - (ii) managing or administering your Registered Account;
  - (iii) providing you with any services related to your Registered Account or this System;
  - (iv) processing, assessing, evaluating or communicating with you with regard to any Tender Submissions submitted by you or any Tender Documents;
  - (v) any site visits or briefings organised by us which your employees, officers, owners, members, representatives or agents may attend and, if necessary, application for permits for the above purposes;
  - (vi) to communicate with you in respect of any Tender Documents,
  - (vii) to communicate with you in respect of your Registered Account or this System and any related services;
  - (viii) the tender process contemplated under this System; and
  - (ix) any purpose directly related to any of the above.

## **17. Termination**

17.1. We shall have absolute discretion to suspend or terminate your use of and access to any part of or all of this System, your Registered Account, or any related services at any time, with immediate effect and without notice to you, with or without reason whatsoever, including without limitation, due to: -

- (a) your breach these Terms;
- (b) we being unable to verify or authenticate any information provided by you;
- (c) if we believe that your actions or omissions may give rise to any liability, or are otherwise objectionable, inappropriate or illegal.

17.2. Upon termination in accordance with Clause 17.1 above, you agree to immediately cease using or accessing this System or any related services (as required by us) and shall immediately destroy all materials obtained from this System and any copies thereof. Termination of your right to use or access (in whole or in part) this System, your Registered Account, or any related services, shall be without prejudice to any other rights or remedies available to us against you.

## **18. Governing Law and Jurisdiction**

These Terms are governed by the laws of Hong Kong, and are subject to the exclusive jurisdiction of the courts of Hong Kong.

## **19. Language**

These Terms are drafted in the English language. If these Terms are translated into any other language, such translation is provided for reference purposes only and the English language version shall prevail.

## **20. Notices**

All legal notices or demands to or upon you shall be effective and deemed to be in writing if transmitted to you through the use of this System, or otherwise delivered personally, sent by courier, certified mail, by facsimile or email to the last known correspondence address, fax number or email address provided by you to us, or by posting such notice or demand on an area of this System that is publicly accessible, without a charge. You shall be deemed to have received any such notice, if and when: -

- (a) we are able to demonstrate that the notice has been sent to you; or
- (b) immediately upon us posting such notice on an area of this System that is publicly accessible without charge,

whichever date is earlier.

## **21. Force Majeure**

Without prejudice to the generality of clauses 13 and 14.1 above, under no circumstances shall we be liable for any delay or failure or disruption in relation to this System, your Registered Account or any related services, and/or during your registration and application process for a Registered Account or the Content of this System or Your Content resulting directly or indirectly from any event beyond our reasonable control, including without limitation, breakdown of communication facilities, breakdown of web host, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, war, riots, civil disturbances, fires, flood, typhoons, earthquakes, explosions, acts of God, flood, earthquake, tsunami and other natural disasters, change of national laws and policies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, other employee restrictions, social unrest, generalized lack of availability of raw materials or energy, government's intervention, actions or orders or non-performance of third parties.

## **22. Severability**

If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms.

Each clause and sub-clause herein shall be treated as a separate and independent provision, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

## **23. Entire Agreement**

These Terms contain the entire agreement between you and us and replaces all previous written or oral agreements relating to its content.

## **24. Waiver**

A failure or delay by us to exercise any right or act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms must be in writing, and such waiver is limited to the particular right or breach stated therein.

## **25. Assignment**

You may not transfer any of your rights or obligations under these Terms without the written consent of us. We may transfer our rights or obligations or both to any person or entity, including any of its affiliates, without your consent.

## **26. No Partnership or Agency**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you or us, constitute you as the agent of us, or authorise you to make or enter into any commitments for or on behalf of us.

## **27. Third Parties' Right**

Save for the entities within Sino, no other third party is conferred any right to enforce or enjoy the benefit of any provisions of this Terms of Use pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623).