



# TERMS OF USE

LAST MODIFICATION: 2018-09-09

ATTENTION, NOTICE TO USER: THIS IS AN AGREEMENT GOVERNING YOUR RELATIONSHIP WITH NS PLATFORM LIMITED, A COMPANY INCORPORATED IN HONG KONG AT 18/F, EAST TOWN BUILDING, 41, LOCKHART ROAD, WAN CHAI, HONG KONG (“COMPANY”) AND USE OF COMPANY’S SERVICES (AS SUCH TERM DEFINED BELOW) AVAILABLE ON [HTTPS://ENES.CO.IN](https://enes.co.in) (“SITE”) AND COMPANY’S DOMAINS INCLUDED WITHIN THIS SITE PROVIDED TO YOU BY COMPANY. YOU MAY USE THIS SITE AND/OR THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE AND SERVICES. USING THIS SITE AND/OR SERVICES INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS (“TERMS OF USE”), DO NOT USE THIS SITE AND/OR SERVICE.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS TERMS OF USE BEFORE PUTTING A CHECKMARK AT THE “I AGREE” OR “I ACCEPT” OR “I SIGN” BUTTON AND PRESS “NEXT”, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I ACCEPT” OR “I SIGN” BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF USE AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE “I DISAGREE” BUTTON OR STOP USING THE WEBSITE AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

## ACCEPTANCE OF TERMS OF USE

1. COMPANY makes this Site including all information, graphics, documents, text, products and all other elements of the Site and all products offered on this Site and services operated through the Site (“Service”), available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Site. By accessing and using this Site, use of any COMPANY’S Service available through this Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Site and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Site and/or Service. If you do not agree to any additional specific terms or to particular transactions concluded through this Site, then you should NOT use the part of the Site, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

2. The use of the Site may require You to create an Account with COMPANY (“Account”) on the Site. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account’s creation to no longer be current, complete or accurate.
3. The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):
  - a) You shall not create an account in connection with the Site and/or Service (an “Account”), or access Service if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally competent to use the Site;
  - b) You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Site by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
  - c) You shall not create an Account if you have already created one Account on the Site;
  - d) You shall not have an Account or use Service if you have previously been removed by COMPANY from the Site;
  - e) You shall not use Service if you are citizen or resident of: United States of America, Canada, Hong Kong, New Zealand, Iceland, Thailand, Afghanistan, Burundi, Balkan, Myanmar, Cote d’Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Lebanon, Libya, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tanzania, Uganda, Zaire, Zimbabwe and countries or territories under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf) or countries where cryptocurrency is prohibited;
  - f) You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Site to assist any other party in such illegal activity; and you shall not use your

Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the platforms underlying code or technical mechanisms; cause damage to the Site or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site.

- g) You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without COMPANY's written permission;
  - h) You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without COMPANY's consent.
  - i) You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party.
4. Notwithstanding the foregoing, COMPANY may refuse to provide Service to any person for any reason or no reason whatsoever.
  5. These Terms of Use may be amended by COMPANY upon notice given by one or more of the following means: through the Site at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Site regularly to ensure that you are aware of all terms governing your use of this Site. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available through this Site (the "Content") or transactions concluded through this Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.
  6. COMPANY reserves the right to terminate or restrict your access to the Site and/or NS Tokens sale for any reason whatsoever at its sole discretion, including but not limited to the cases where COMPANY or its partners receive from one

or more users of the Site information on violation of these Terms of Use or NS Tokens Sale Agreement available at the Website.

7. You hereby agree that COMPANY, its partners, their employees and representatives acting on behalf of COMPANY, on their own and at its sole discretion evaluate the information and evidences provided and make a decision to terminate or restrict your access to the Site and/or NS Tokens sale, and such a decision is not subject to review or appeal.
8. By accepting these Terms of Use you hereby acknowledge that you have read and agree with the following legal documents:

[COMPANY Privacy Policy](#)

[COMPANY AML/KYC Policy](#)

[LEGAL Disclaimer](#)

[NS Tokens Sale Agreement](#)

## DESCRIPTION OF SERVICE

9. Through use of your personal computer or other electronic devices (“Device”) and this Site you may create an Account at the Site and Purchase NS Tokens and use Service.

## WARRANTIES AND DISCLAIMERS

10. Although care has been taken to ensure the accuracy of the information on this Site, COMPANY assumes no responsibility therefore. ALL CONTENT IS PROVIDED «AS IS» AND «AS AVAILABLE.» COMPANY HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS SITE OR THE CONTENT. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS SITE. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVERS WHICH MAKE THIS SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY COMPANY ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. Except agreed by COMPANY in writing, contractors, agents, dealers or distributors of COMPANY or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.

11. The use of the Service through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your Device, loss of data, or other harm that results from such activities. COMPANY assumes no liability for any computer virus or other similar software code that is downloaded to your Device from the Site or in connection with any Service or products offered through the Site. No advice or information whether oral or written, obtained by you from COMPANY or from the Site shall create any warranty not expressly stated in the terms of use.
12. The Site may contain references to specific COMPANY Services that may not be (readily) available in a particular country or region. Any such reference does not imply or warrant that any such products or Service shall be available at any time in any particular country or Device.
13. IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS SITE OR THE CONTENT, PRODUCTS, SERVICE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS SITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST COMPANY PERTAINING TO OR IN CONNECTION WITH THIS SITE MUST BE COMMENCED AND NOTIFIED TO COMPANY IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.
14. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

# LIMITATIONS

15. Any use of the Service in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Service and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY COMPANY DIGITAL PRODUCT SUCH AS NS TOKEN OR THE SITE IS A VIOLATION OF COMPANY POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.
16. You agree that you will not, under any circumstances:
- a) Engage in any act that COMPANY deems in its reasonable discretion to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms of Use, our service rules, token sale rules or any other policies;
  - b) Make improper use of COMPANY's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel;
  - c) Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
  - d) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Service;
  - e) Use the Service in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Services;
  - f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Service, Site (each a "Server");
  - g) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Service, or other attempts to disrupt the Service;
  - h) Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by COMPANY, including,

- but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;
- i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
  - j) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
  - k) Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a COMPANY employee;
  - l) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Use;
  - m) Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by COMPANY;
  - n) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by COMPANY;
  - o) Copy, modify or distribute rights or content from any Site or Service, or COMPANY's copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Use;
  - p) Solicit or attempt to solicit personal information from other users of the Service;
  - q) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service;



- r) Upload or transmit or attempt to upload or transmit, without COMPANY's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
- s) Publicly disseminate information about the types and methods of violations of these Terms of Use and Token Sale Agreement, as well as publicly call for violation of these Terms of Use and Token Sale Agreement.
- t) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
- u) Register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, COMPANY has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
- v) Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to purchase NS Tokens or Services or for any other purposes.

## TERMS OF TERMINATION

17. The term of this Terms of Use ("Term") shall begin when you start using this Site and/or Service and shall continue in perpetuity unless otherwise terminated by COMPANY by written notice. COMPANY expressly reserves the right to change, suspend or discontinue all the Service or portion thereof, at any time, and may terminate your use of the Service at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Service including without limitation any use of COMPANY's trademarks, trade names, copyrights and other intellectual property.
18. WITHOUT LIMITING ANY OTHER REMEDIES, COMPANY MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR COMPANY REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE

OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACCESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, NS TOKENS OR SERVICES ASSOCIATED WITH YOUR USE OF THE SERVICE, AND COMPANY IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

19. WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
20. COMPANY reserves the right to stop offering and/or supporting the Service or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended.
21. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.
22. UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE SERVICE IN ANY WAY.

## YOUR WARRANTIES

23. YOU HEREBY WARRANT THAT: (I) ALL INFORMATION PROVIDED BY YOU TO THE COMPANY IN CONNECTION WITH THIS SITE AND/OR SERVICE IS TRUE AND ACCURATE; (II) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS OF USE; (III) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THE TERMS OF USE IN ACCORDANCE WITH APPLICABLE LAWS; AND (IV) YOUR MATERIALS AND OTHER CONTENT (“USER MATERIALS”) THAT YOU MAKE AVAILABLE TO COMPANY OR OTHER USERS OF THE SITE AND THAT IS NOT PROVIDED BY COMPANY, OR SITE DO NOT (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF

ANY THIRD PARTY, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATIONS, OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.

24. This Site may provide links to other Sites that are not under the control of COMPANY. COMPANY shall not be responsible in any way for the content of such other Sites. COMPANY provides such links only as a convenience to the user of this Site, and the inclusion of any link to any such websites does not imply that the COMPANY provides the content of such websites.

## THIRD PARTY MATERIALS

25. In order to use this Site and/or Service, you may need to obtain and/or use certain third- party products (i.e. Device), services and/or materials (“Third Party Materials”). Third Party Materials are (i) not licensed hereunder; (ii) not under COMPANY’s control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Site and/or Service. Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

## INTELLECTUAL PROPERTY

26. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Site are vested in COMPANY and/or its licensors and COMPANY and/or its licensors are the sole and exclusive owners thereof. All rights in the Site not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its products or Service except as expressly authorized herein. Except as otherwise provided, the Content published on this Site may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the

Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of COMPANY is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

27. COMPANY hereby disclaims any rights to trademarks, Service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. COMPANY disclaims any proprietary interests in the intellectual property rights other than its own.

## NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

28. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide COMPANY the written information specified below.

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) A description of the copyrighted work that you claim has been infringed upon;
- c) A description of where the material that you claim is infringing is located on the Site;
- d) Your address, telephone number, and e-mail address;
- e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

29. Please note that this procedure is exclusively for notifying COMPANY and its affiliates that your copyrighted material has been infringed.

## UNLAWFUL OR PROHIBITED USE

30. You may not use this Site for any purpose that is unlawful, prohibited by these Terms of Use, or in any way interferes or attempts to interfere with the proper working of this Site. You may not use this Site in any manner that could damage, disable, overburden, or impair this Site and/or Service, or that interferes with any other party's use and enjoyment of this Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by COMPANY to all users of this Site. You agree that you will not use any third-party software that intercepts, "mines," or otherwise collects information from or through the Site and/or Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by COMPANY to all users of this Site and/or Service. You shall not institute, assist, or become involved in an attack upon any COMPANY server or otherwise attempt to disrupt the COMPANY servers.
31. ANY ATTEMPT BY YOU TO DAMAGE COMPANY SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF COMPANY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

## INDEMNIFICATION

32. You hereby agree to indemnify and hold harmless COMPANY, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by User Materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

## LINKING TO THE SITE

33. Linking to the Site is permitted provided that you comply with these rules. You may link to the home page of the Site or to any other page of this Site. However you are not allowed to use in-line linking or framing. You must not imply that COMPANY endorses or sponsors the linker or its Site, products or Service. You must not use COMPANY's intellectual property including but not limited to trademarks, trade name, copyright without permission from COMPANY. Furthermore, you agree to remove the link at any time upon our request.

## ASSIGNMENT

34. COMPANY may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or the COMPANY Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without COMPANY's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

## APPLICABLE LAW AND JURISDICTION

35. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong.
36. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.
37. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Arbitration Rules of the Hong Kong

International Arbitration Centre («HKIAC Rules») for the time being in force which rules are deemed to be incorporated by reference in this clause, composed of one arbitrator, in English language, in writing on the basis of the documents submitted.

38. Any dispute arising out of or related to this Agreement which cannot be resolved by negotiations is personal to Purchaser and COMPANY and shall be resolved solely through individual arbitration and will 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. 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.