

Terms of Use

Click Creations (HK) Ltd. Terms of Use and Conditions of Websites

The effective date of these Terms of Use ("Terms of Use") is May 25th 2018.

These are Click Creations (HK) Ltd.'s Terms of Use. The Terms of Use apply to all Click Creations (HK) Ltd. websites (however accessed and/or used), whether via personal computers, mobile devices, or other technology ("Device") and other interactive features, applications or downloads that are operated by us that are available through these websites and contain these Terms of Use produced and maintained by Click Creations (HK) Ltd. (collectively "Website"). By using the Website, you acknowledge that you've read and understood these Terms of Use. Click Creations (HK) Ltd includes any and all of their subsidiaries and affiliated companies and are referred to in this policy as "we", "our" or "us".

1) Agreement to Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OUR WEBSITE, YOU ARE EXPLICITLY ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND ARE AGREEING TO BE BOUND BY THEM. If YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD NOT USE THIS WEBSITE.

WE RESERVE THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME. ANY CHANGES BECOME EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH WE MAY PROVIDE BY POSTING ON THIS WEBSITE. YOUR CONTINUED USE OF THE WEBSITE AFTER WE'VE MADE CHANGES WILL MEAN THAT YOU AGREE TO THE CHANGES. YOU ARE RESPONSIBLE FOR CHECKING IT PERIODICALLY FOR CHANGES.

Please also review the Website's Privacy Policy and Children's Privacy Policy which set our data collection and usage practices.

2) Ownership

- Website and Content. The Website and all of the material featured or displayed on the Website, including without limitation, all information, text, data, graphics, illustrations, photographs, images, moving images, videos, sounds, music, interactive features, applications, downloads, layout and "look and feel" ("Content") is owned by us, our licensors or other third parties. The Website and all Content are protected by trade mark, trade dress, copyright, moral rights and other intellectual property rights and laws. Except as may be otherwise expressly indicated by us in specific documents posted on the Website, you are authorized to view, play, print and download Content for personal, informational, and non-commercial purposes only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Content. The Content shall remain the exclusive property of us, our licensors or other third parties, as applicable, unless otherwise expressly agreed by us.

- All of the trademarks, service marks, trade names and logos ("Marks") used on the Website belong to us, our licensors or other third parties. You are prohibited from using the Marks in any way without our prior written consent.
- You will not remove any copyright, trademark or other proprietary notices from the Website or Content.

3) Restrictions on Use

We give you permission to use our Website so long as you do not:

- use the Content on the Website for any commercial purpose;
- use the Content or the Website for any illegal purpose;
- attempt to gain unauthorized access to any other user's computer systems or networks associated with the Website;
- modify or attempt to modify or in any way tamper with Website;
- use the Website or any of the Content on it in a way that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, right of privacy or right of publicity; or
- interfere with or disrupt networks connected to the Website or violate the regulations, policies or procedures of such networks.

4) Registration

Certain areas of the Website may require registration or otherwise ask you to provide information to participate in features, receive e-mail newsletters or access certain Content. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access these things.

If you register with us, you agree to accept responsibility for all activities that occur under your account or password and are responsible for maintaining the confidentiality of your password. Click Creations (HK) Ltd. reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability.

5) Third Party Links and Content

The Website or communications you may receive from the Website may contain links to third party websites. The inclusion of these links does not imply that we endorse, approve or sponsor any of these third-party websites, and we assume no responsibility to monitor or review these third-party websites. We have no control over these third-party websites or their content, policies, terms or any other elements of these third-party websites. You expressly acknowledge and agree that we are in no way responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with your use of any third-party websites or links.

7) Access to the Internet

You are solely responsible for obtaining and maintaining, at your sole cost, all Devices, equipment, hardware, software and services needed for you to access and use the Website.

8) Competitions, Sweepstakes, Contests, and Promotions

Any competitions, sweepstakes, contests or other promotions (any, a "Promotion") offered via the Website may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, and terms and conditions governing the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

9) Collection of Personal Information From or Through Social Media Sites or Using Your Social Media Logon

When you interact with any Click Creations (HK) Ltd. page or account on a social media platform, such as Facebook, Instagram, Twitter, Google+, Tumblr, LinkedIn, YouTube, or Pinterest, we may collect the personal information that you make available to us on that page or account including your account ID or "handle." However, we will comply with the privacy policies of the corresponding social media platform and we will only collect and store such personal information that we are permitted to collect by these social media platforms.

10) Your Comments

If you chose to send us information, including but not limited to, your comments, feedback or suggestions about the Website, Content or any of our products (collectively, "Comments"), you agree that:

- such Comments are non-confidential;
- we may use, disclose, distribute, reproduce, display, exhibit, transmit, create derivative works from such Comments;
- we may use any ideas, concepts, know-how or techniques contained in such Comments for any purpose whatsoever, including but not limited to, developing, manufacturing, improving and marketing products, without any compensation to you; and
- such Comments are truthful, do not violate the rights of any third parties, including copyright, trade mark, confidentiality, trade secrets, privacy or other personal or proprietary rights.

This paragraph is not intended to apply to personal information about you (such as your name, email or mailing address) which shall be governed by our Privacy Policy and Children's Privacy Policy.

11) Your Warranties

You represent and warrant that: (A) you are at least the age of majority in your jurisdiction of residence and you have the legal right and capacity or if you are under the age of

majority in your jurisdiction of residence, you have your parent's or legal guardian's consent to enter into these Terms of Use in your jurisdiction and to comply with these Terms of Use; (B) all information you provide to Click Creations (HK) Ltd. is accurate and complete; (C) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms of Use.

11) Termination

You acknowledge and agree that access to the Website may not be available from time to time, or the Website may be modified, replaced, superseded or terminated at any time, without any notice to you, and we shall not be responsible to you if you cannot access the Website.

We reserve the right to suspend or terminate your access to the Website if at any time we suspect your use may be unlawful, violate the rights of third parties or any of the terms in these Terms of Use.

12) Indemnification

You agree to, upon request, indemnify and hold us harmless from and against all claims, demands, liabilities, losses, damages and expenses of any kind (including reasonable legal fees and costs) arising out of or in connection with: (A) any breach of these Terms of Use or Privacy Policy for which you are responsible; (B) your access or use of the Website or any Content; (C) your transmission of any materials through or by the Website and submission of any Comments.

13) Disclaimers

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITS ON LIABILITY SET OUT IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US AND ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. YOU AGREE THAT YOUR ACCESS AND USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES OF UNINTERRUPTED, TIMELY, SECURE, ACCURATE, ERROR OR COMPUTER VIRUS FREE USE OR OPERATION.

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR: (A) ERRORS, MISTAKES OR INACCURACIES OF THE WEBSITE OR CONTENT; (B) ANY ACTS OR OMISSIONS OF USERS, OUR PARTNERS, ADVERTISERS OR OTHER PARTIES ON OR THROUGH THE WEBSITE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (E) ANY INJURIES PHYSICAL OR EMOTIONAL TO YOU OR THIRD PARTIES RELATED TO THE WEBSITE; (F) ANY PROPERTY DAMAGE OR LOSS RELATED TO THE WEBSITE; (G) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE.

14) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGE OR LOSS OF WHATSOEVER KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE OR LOSS, OR FOR DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) THESE TERMS OF USE OR THE PRIVACY POLICY; (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF YOUR INFORMATION OR COMMENTS, INCLUDING ANY PERSONAL INFORMATION; (C) YOUR ACCESS OR USE OF THE WEBSITE OR ANY CONTENT ON THE WEBSITE OR YOUR INABILITY TO ACCESS OR USE THE SAME. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY FROM ANY USE OF, OR INABILITY TO USE, THE WEBSITE SHALL BE FOR YOU TO DISCONTINUE USE OF THE WEBSITE. IN ANY CASE, OUR AGGREGATE LIABILITY WILL NOT EXCEED TEN DOLLARS (\$10).

15) CONTACT US

If you have any questions or concerns with these Terms of Use or the Website you may contact us by e-mail at info@clickcreationshk.com