

Website Terms of Use

1. Your relationship with Operator

1.1 “Operator” means Appslib Ltd, a Hong Kong corporation having its principal place of business at Unit 402, 4th Floor, Malaysia Building, No50, Gloucester Road, Wanchai, Hong Kong. Your use of Operator’s products, software, contents, services and websites (referred to collectively as the “Services” herein but excluding the services which may be provided to you under a separate written agreement) is subject to the terms set out in this document which bind you and Operator if and when you use the Services.

1.2 In addition to these terms, Operator may include additional terms, for example, in the form of legal notices applicable to the Services from time to time, which shall also form part of the Terms. Where such additional terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service. The terms in this document and additional terms shall be individually and collectively referred to as the “Terms” which form a legally binding agreement between you and Operator in relation to your use of the Services.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 There is no section to formally accept the Terms. Therefore, you acknowledge that you accept the Terms by actually using the Services. In this case, you understand and agree that Operator will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from receiving the Services under the laws of the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

3. Language of the Terms

3.1 Where Operator has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Operator.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Operator

4.1 Operator has subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of Operator itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Operator is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Operator provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Operator may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Operator’s sole discretion, without prior notice to you. You may stop using the Services at any time.

5. Your use of the Services

5.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.2 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Operator, unless you have been specifically allowed to do so in a separate agreement with Operator. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).

5.3 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.4 Unless you have been specifically permitted to do so in a separate agreement with Operator, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.5 You agree that you are solely responsible for (and that Operator has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Operator may suffer) of any such breach.

5.6 Whilst reply or trackback service is available on the blog service, you acknowledge that Operator may delete, limit or reduce such service. Your request for withdrawal of reply or trackback provision of your own may not be accepted.

6. Content in the Services

6.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content"

6.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Operator (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Operator or by the owners of that Content, in a separate agreement.

6.3 Operator reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

6.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

6.5 You agree that you are solely responsible for (and that Operator has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Operator may suffer) by doing so.

7. Proprietary rights

7.1 You acknowledge and agree that Operator (or Operator's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

7.2 Nothing in the Terms gives you a right to use any of Operator's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

7.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Operator, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Operator's brand feature use guidelines as updated from time to time.

7.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

7.5 Unless you have been expressly authorized to do so in writing by Operator, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8 Termination

8.1 The Terms will continue to apply until terminated by either you or Operator as set out below.

8.2 You may terminate your legal relationship by ceasing to use the Services at any time.

8.3 Operator may at any time, terminate its legal relationship with you if:

1. You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
2. Operator is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
3. the partner with whom Operator offered the Services to you has terminated its relationship with Operator or ceased to offer the Services to you; or
4. Operator is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
5. The provision of the Services to you by Operator is, in Operator's opinion, no longer commercially viable.

8.4 Nothing in this Section shall affect Operator's rights regarding provision of Services under Section 4 of the Terms.

8.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Operator have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which by its nature continue to apply, shall be unaffected by this cessation.

9 EXCLUSION OF WARRANTIES

9.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 9 AND 10, SHALL EXCLUDE OR LIMIT OPERATOR'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

9.3 IN PARTICULAR, OPERATOR, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

1. YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
2. YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
3. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
4. THOSE DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

9.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

9.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OPERATOR OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

9.6 OPERATOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10 LIMITATION OF LIABILITY

10.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 9.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT OPERATOR, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

10.2 THE LIMITATIONS ON OPERATOR'S LIABILITY TO YOU IN PARAGRAPH 10.1 ABOVE SHALL APPLY WHETHER OR NOT OPERATOR HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. Other content

11.1 The Services may include hyperlinks to other web sites or content or resources. Operator may have no control over any web sites or resources which are provided by companies or persons other than Operator.

11.2 You acknowledge and agree that Operator is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

11.3 You acknowledge and agree that Operator is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

12. Changes to the Terms

12.1 Operator may make changes to the Terms from time to time. When these changes are made, Operator will make a new copy of the Terms will be made available to you from the Services.

12.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Operator will treat your use as acceptance of the updated Terms.

13. General legal terms

13.1 The Terms constitute the whole legal agreement between you and Operator and govern your use of the Services (but excluding any services which Operator may provide to you under a separate written agreement), and completely replace any prior agreements between you and Operator in relation to the Services.

13.2 You agree that Operator may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

13.3 You agree that if Operator does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Operator has the benefit of under any applicable law), this will not be taken to be a formal waiver of Operator's rights and that those rights or remedies will still be available to Operator.

13.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

13.5 You acknowledge and agree that each member of the group of companies of which Operator is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

13.6 The Terms, and your relationship with Operator under the Terms, shall be governed by the laws of Hong Kong. You and Operator agree to submit to the exclusive jurisdiction of Hong Kong courts, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Operator shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.