

## **HEALTH & LIFESTYLE BROADCAST COMPANY LIMITED**

### **TERMS OF USE (“TOU”)**

#### **1. General**

(a) Welcome to Health & Lifestyle Broadcast Company Limited, a service provided to you by Health & Lifestyle Broadcast Company Limited (“HLC”, which term shall include its subsidiaries, affiliates and related companies, successors and assigns). Access to, viewing and use of our sites or pages or any web pages referenced in the HLC website are subject to the TOU hereinafter appearing which we may change and update from time to time without notice. The updates and changes shall be effective upon posting. **You must read and agree to the TOU before you access and use our sites. You agree to be legally bound by the TOU immediately upon your first use of the HLC website.** Please return to this page frequently to review and be aware of any changes and updates of the TOU. Your continued use of the HLC website following the posting by us of any changes and updates signifies your acceptance of the said changes and updates and your agreement to be legally bound by the TOU as updated and amended.

(b) In addition, access to and use of the services and interactive programs provided in the HLC website (together with the HLC website hereinafter referred to as the “Services”) may be subject to other guidelines and rules posted from time to time (eg. privacy and spam). These guidelines and rules are hereby incorporated by reference into the TOU.

#### **2. Services and Interactive Programs**

(a) HLC may offer Services that are governed by a different set of terms of use. You should familiarise yourselves with those terms of use prior to accessing and using those other Services. In the event of any conflict between the terms of use contained under such other Services, and the TOU hereunder, the TOU shall prevail.

(b) You agree that the Services may include advertisements and certain new features introduced from time to time that are necessary for HLC to provide the Services and you will not be able to opt out of receiving them. Unless otherwise stated, such new features shall be subject to the TOU.

(c) You acknowledge and agree that the Services may contain hyperlinks to certain external World Wide Web sites or other resources for your information and to enhance your user experience, which HLC has no control over and therefore does not endorse nor is HLC responsible or liable for any loss or damage caused or alleged to be cause by or in connection with the use of or reliance on any materials, content, advertising or products available on or through such sites and resources. The fact that HLC has provided a link to a site does not

amount to an endorsement, authorisation, sponsorship or affiliation on the part of HLC to any particular site, its owners or providers or to the content of such sites unless otherwise expressly specified or agreed by HLC. You agree that your use and following of such hyperlinks are at your own risk. Please be aware that when you click on a link and leave the Services, you will be subject to the terms of use and privacy policies of the other sites that you intend to visit.

#### **Use of HLC website and the Services**

(a) The Services are for your personal use. You shall not use the same for commercial purposes and you agree not to:

- i) copy, reproduce, republish, upload, post, transmit, email or otherwise make available to the public any content from the Services;
- ii) adapt, alter or create a derivative work from any content from the Services;
- iii) use the Services in any way that is unlawful or harms HLC, its affiliates, service/content providers or any customer of HLC, as determined by HLC in its sole discretion; and
- iv) use the Services in any manner that could damage, overburden, impair or disable any of the Services or features of the HLC website or interfere with the use and enjoyment of the Services by any other party or customer.

(b) Without limiting the generality of Paragraph 3(a), you shall not use the Services to, directly or indirectly, transmit distribute or deliver any unsolicited bulk email or commercial email or act in any way that will violate HLC's **Anti-Spam Policy**. See and familiarize yourself with our **Anti-Spam Policy**. A breach of HLC's **Anti-Spam Policy** or any part thereof is a breach of this Agreement. HLC shall be entitled to use such technologies or other measures to filter and/or stop the transmission distribution and delivery of Spam which may or may not affect your use of the Services.

(c) You acknowledge and agree that HLC may, in its sole discretion, establish any general practices and codes of conduct in respect of the use of the Services from time to time, including without limitation, maximum disk space allotted to you on our servers, maximum period that email and Short Messaging System ("SMS") messages or message board postings or other uploaded Material (as defined in Paragraph 5(a)) will be retained by the Services. You further agree that HLC shall be entitled at any time to modify these said practices and codes of conduct at HLC's sole discretion without prior notice to you and you agree that your continued use of the Services after such modification will constitute your acceptance of and agreement to be bound by the modified general practice and codes of conduct.

(d) You agree that HLC is under no obligation nor is HLC responsible or liable for the deletion of or failure to store any messages or communications or other Materials transmitted by or made available through the Services.

(e) Your business dealings, correspondences or participations in promotions, sales etc with other parties (including advertisers and other users) on or through the Services, including but not limited to payment and delivery of goods or services and any other conditions, terms representations and warranties associated with such dealings are solely between you and such other parties. You agree that HLC shall not be responsible or liable to you or to such other parties for any loss, damage or claim whatsoever resulting from such dealings, from the presence of such other parties on the Services or from the use of the Services by such other parties.

#### **4. Registration as member to use Services**

(a) You may be required to submit information about yourself in order to access and use the Services and shall be prompted to do so by the Service's registration form (the "Registration Information"). The Registration Information and other information provided by you are subject to HLC's **Privacy Policy** which is hereby incorporated by reference into and shall form part of the TOU.

(b) By submitting the Registration Information and other information about yourself, you consent to HLC using and releasing the said information to third parties in accordance with the terms of the TOU and the **Privacy Policy**. For more information, please refer to HLC's **Privacy Policy**.

(c) Upon completion of the Service's registration process, you will be given a designated login name and a password, both of which you are obligated to keep and maintain confidential. HLC is fully entitled, at its sole discretion, to refuse to grant any login name, which is or may be illegal, protected by trademark or other proprietary laws or impersonates someone else, or is vulgar and obscene or offensive, or may cause confusion. You shall be responsible for any and all activities conducted under and through your account.

(d) You shall ensure that you exit from your account after the end of every session and shall immediately notify HLC of any unauthorised use of your login name and/or password or of any breach of security. HLC shall have no liability whatsoever for any loss or damage as a result of your failure to comply with this Paragraph 4. You acknowledge and agree that you are financially responsible for all uses of the Services by you and those using your login

information.

**5. Member's online conduct**

(a) Members shall be solely responsible for all information, photographs, messages, text, data, software, music, sounds, videos, graphics, or other materials that they upload, post, email or otherwise transmit via the Services (the "Material"). HLC shall not control and/or guarantee the accuracy, integrity or quality of the Material that is posted or uploaded via the Services. However, HLC may from time to time (and is not obliged to do so) monitor and review any Material or information transmitted or received through the Services (whether or not provided by you) and reserves its sole and absolute right to censor, delete, edit or remove such Material or information that HLC deems inappropriate, objectionable or in violation of the TOU. Your use of the Services constitutes your consent to such monitoring, review, censorship and/or removal by HLC.

(b) Without limiting the generality of Paragraph 3(a), you agree not to upload, post, email or otherwise make available or transmit via the Services:

- i) any Material that is defamatory, offensive, inaccurate, abusive, offensive, harassing, obscene, threatening, tortious, vulgar, libellous or otherwise unfit for publication; or
- ii) that infringes or violates another party's rights (including intellectual property rights); or
- iii) any unsolicited or unauthorised advertising, junk mail, spam, chain letters, pyramid schemes; or
- iv) any computer files, code, programs that contain software viruses or which are designed to interrupt, destroy or limit the functionality of certain equipment; or
- v) any Material that you do not have a right to transmit under any law or contractual or fiduciary relationship.

(c) You agree not to use the Services to:

- i) violate, directly or indirectly intentionally or unintentionally any applicable, law, statute regulation, bye-law, rules or code of any statutory or governmental agency or other securities exchange; or
- ii) 'stalk' or otherwise harass other persons; or
- iii) collect and store personal data about other users.

(d) You agree to use reasonable efforts to scan and remove any viruses or other contaminating or destructive features before submitting any Material.

(e) You agree not to use any site search or retrieval application or other manual or automatic

device to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or representation of the HLC website or the other sites of the Services.

(f) You will not remove any copyright, trademark or other proprietary rights notices contained in the Services.

(g) You agree to evaluate, and bear all risks associated with, the use of any Material including its accuracy, completeness, or usefulness.

(h) You further agree that HLC may in its sole discretion preserve, or disclose if so required by law, such Material if in good faith it believes that such preservation or disclosure is reasonably necessary to:

- i) comply with legal process;
  - ii) enforce the TOU;
  - iii) respond to claims that any Material violates third parties' rights; or
  - iv) protect HLC's rights, property and safety and those of its members and the public.
- (i) You acknowledge that the technical processing and transmission of the Services, including your Material, may involve transmissions over various networks as well as modifications to conform and adapt to technical requirements of connecting networks or devices.

(j) You further acknowledge and undertake not to circumvent any usage rules embedded in the Services pertaining to the use of certain security components found in the software of the Services that permit digital materials to be protected. You are strictly prohibited from reproducing, publishing, distributing or exhibiting, in whole or in part, the materials provided on the Services.

## **6. Your representations**

- (a) In consideration of the Services being made available to you, you represent that you;
- i) are of sufficient legal age to use the Services and have the legal capacity to create binding legal obligations for any liability you may incur as a result of the use of the Services;
  - ii) are not a person barred from receiving services under the laws of any applicable jurisdiction;
  - iii) any Registration Information or other information about yourself that you submit in accordance with the registration obligations for use and access to the Services is true, accurate, current and complete;
  - iv) own and have all rights necessary for you to make the grants in Paragraph 7 below;

v) will maintain and update the Registration Information to keep it true, accurate, current and complete.

(b) In the event that any Registration Information provided by you is untrue, inaccurate, not current or incomplete, or if HLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HLC shall have the absolute sole discretion to suspend or terminate your account and restrict, prevent or refuse any future use and access by you of any or all of the Services.

(c) You agree to comply with all applicable laws, statutes, regulations, rules and code regarding online (Internet) conduct and acceptable Material.

#### **7. License to use Materials you post or provide**

In respect of the Materials that you post or provide to HLC for inclusion on the Services, you hereby grant to HLC a world-wide, royalty free, non-exclusive, perpetual, irrevocable and transferable licence to use, copy, distribute, transmit, publicly display and perform, reproduce, edit, modify, create derivative works from, incorporate in other works in any form, media or technology now known or later developed, translate, reformat, broadcast and publish such Materials (in whole or in part) in connection with the HLC website and the Services, and to sublicense these rights to the maximum extent permitted by the applicable law. You further waive all moral rights in relation to any such use whether or not such use is presently contemplated. HLC assumes no responsibility or liability for any Materials or other content posted or submitted by you.

#### **8. Modification of Services**

HLC expressly reserves the right at any time and from time to time to modify (including adding, changing or deleting any features), suspend or discontinue, whether temporarily or permanently, the Services (or any part thereof) without further notice to you. Without limiting the generality of Paragraphs 9 and 10, you agree that HLC shall not be responsible or liable to you or any third party for any claim, demand, damages (direct or indirect, special, incidental or consequential) whatsoever as a result of such modification, suspension or discontinuance.

#### **No warranties**

(a) You acknowledge and agree that your access to and use of the Services are at your own risk. HLC provides the HLC website and the Services on an "AS IS" and "AS AVAILABLE" basis. Any material or information that you downloaded through the HLC website and/or the Services are done at your own discretion and risk, and HLC shall not be liable in anyway whatsoever for any damage or loss to your computer system or loss of data as a result of the

said download.

(b) TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, HLC MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS AND PURPOSES; (II) THAT THE SERVICES WILL BE UNINTERRUPTED, FREE OF ANY ENCUMBRANCES OR LIENS, TIMELY, SECURE OR ERROR-FREE, FREE OF VIRUS OR HARMFUL COMPONENTS; (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE ACCESS TO AND USE OF THE SERVICES WILL BE ACCURATE AND RELIABLE; (IV) THAT THE QUALITY OF ANY PRODUCTS OR SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS OR ARE OF MERCHANTABLE QUALITY; (V) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (VI) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) No advice or information, whether oral or written, obtained by you from HLC or HLC's licensor, suppliers, vendors, holding, subsidiary or related companies, affiliates, officers, agents or employees through or from the Services shall create any warranty not expressly stated in the TOU.

## **9. Limitation of liability**

(a) You expressly understand and agree that in no event will HLC be liable to you for any direct, indirect, consequential, special or exemplary damages (including but not limited to loss of profits, opportunity, goodwill, data or other intangible losses) whether based in contract, tort (negligence), equity, strict liability, statute or otherwise even if HLC has been advised of the possibility of such damages, arising from, or in connection with, any:

- i) breach of the terms of this Agreement;
- ii) breach of warranty;
- iii) use or inability to use the Services;
- iv) unauthorised access to and alteration of your transmissions and data;
- v) cost of procuring substitute goods and services as a result of any goods, information and services purchased or obtained, or messages received or transactions entered into through or from the Services;
- vi) statement or conduct of any third party on the Services;
- vii) viruses that may infect your computer equipment or other property as a result of your access to and use of the Services or your downloading of any

- materials, data, text, images, video or audio from the Services; or
- viii) other cause of action or matter relating to the Services.

(b) If you should be dissatisfied with the Services, or you do not agree with the TOU or you have any other dispute or claim with or against HLC with respect to this Agreement or the Services, your sole and exclusive remedy is to discontinue using the Services.

#### **10. HLC's proprietary rights**

(a) You acknowledge and agree that:

- i) the software used in the Services contain proprietary and confidential information (including , but not limited to, all images, software, text and graphics, buttons, keywords, metatags, as well as the general "look and feel" and arrangement and compilation of the content contained in the HLC website and other sites of the Services) that is protected by applicable intellectual property and other laws and is the property of HLC and /or its various third party service/content providers which is licensed to HLC (the "Software");
- ii) HLC may make available data, information, photographs, diagrams, symbols or other materials in whatever languages including without limitation on textual, audio, video, still and moving images, graphical, musical or other content or information or goods or services supplied by third party service/content providers or created by HLC that can be accessed by or through using the Services (the "Content");
- iii) the Content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. HLC reserves the right to prevent you from accessing any of the Content from time to time;
- iv) except for any Content that is created and supplied by HLC as principal, HLC is not responsible for exercising any editorial control over or to edit or amend any Content before it is transmitted or made available through the Services;
- v) unless expressly authorised by HLC, you agree not to copy, download, modify, adapt, rent, lease, sell, loan, distribute, create derivative works (in whole or in part) based on, the Services, the Software and the Content (other than your Materials).

(b) HLC hereby grants you a personal, non-exclusive, non-transferable licence to use the object code of our Software on a single computer provided that you shall not, and shall not authorise third parties to, copy, modify, adapt, create a derivative work of, sell, sublicense, assign, reverse engineer or assemble or otherwise attempt to discover the source code, or grant a security interest in or otherwise purport to transfer any rights in the Software. You agree not to access the Services by any means other than through the interface that is provided by HLC for use in accessing the Services.

(c) The marks, corporate logos, service and trade names displayed on the sites of the Services are subject to the trademarks or other rights of our licensors, suppliers, vendors and other content providers (the "Marks"). You agree not to display or otherwise use in any manner the Marks without our authorisation or the authorisation of our licensors, suppliers, vendors or other content providers.

(d) If you believe that your work has been copied in such a manner that amounts to an infringement of your copyright, trademark or other intellectual property infringement, please notify us of the same giving us:

- i) details of the nature and description of the intellectual property right that is claimed;
- ii) details of the owner of the intellectual property right or an authorisation of the person acting for and on behalf of the owner;
- iii) a good faith statement of your belief that the alleged use of your work was unauthorised by the owner, its agent or the law and that the information

provided by you to us under this Paragraph 11(d) is true and accurate and made by the owner of the intellectual property right or on its behalf by the owner's authorised agent.

Please send your notifications to: [support@ihltv.com](mailto:support@ihltv.com)

#### **11. Indemnity**

You agree to indemnify and hold us, and our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents, co-branders or partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the Material you submit, post to, upload, transmit or make available through the HLC website and the Services, your connection and use of the HLC website and Services, your breach of the TOU, your violation of the rights of any other person or your breach of any applicable law.

#### **12. Injunctive Relief**

You expressly understand and agree that in the event of any breach of the TOU, the damages, if any, to HLC will be irreparable, the exact amount of which will be difficult to ascertain and for which there will be no adequate remedy at law. Consequently, you agree that HLC shall be entitled as a matter of right to an injunction (including a temporary injunction) issued by a court of competent jurisdiction, to restrain you, affiliates, partners or agents from such breach, as well as recover from you all costs and expenses (including legal fees and expenses) sustained or incurred by HLC in obtaining such injunction.

### **13. Termination**

Without prejudice to any other provision of this Agreement, you agree that HLC may with or without cause terminate this Agreement, or terminate or suspend your access to and use of the Services (or any part thereof) at any time without prior notice. You further acknowledge and agree that HLC may in their sole discretion delete or deactivate your password and account, and all related information and files in your account and/or bar any further access or use of such files. Upon termination or suspension, your right to access and use the Services shall immediately cease. You agree that HLC shall not be liable in any way to you or any third party for any termination or suspension of your access to and use of the Services.

### **14. Miscellaneous**

(a) Notice: You agree that notices by email or SMS, and the display of notices or links to notice to you generally in connection with the Services shall constitute sufficient and adequate notice to you on the matters contained therein.

(b) Entire Agreement: The TOU shall constitute the entire agreement between you and HLC and supercedes all prior arrangements and understandings whether written, oral or electronic in connection with your use of the Services. The TOU shall not apply to any third party content, services, products or software that does not or cannot reasonably be deemed to form part of the Services. Such third party content, services, products or software that are provided to you by HLC's licensors, vendors or other third parties may be subject to additional terms and conditions imposed by that party.

(c) Relationship: The relationship between you and HLC is that of independent contractors and neither shall be held or construed to be partners, joint venturers, employees or agents of the other.

(d) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HK"). You and we agree to submit to the non-exclusive jurisdiction of the courts of HK.

(e) Invalidity and waiver: The provisions of this Agreement are severable and if any provision is held to be invalid or unenforceable by a court of competent jurisdiction then such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and such invalidity or unenforceability shall not affect the enforceability, legality or validity of the remaining provisions of this Agreement. HLC's failure or delay in the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy nor shall any single or partial exercise of any right, power or

privilege preclude any other or future exercise of such or any other right, power, privilege or remedy provided in this Agreement.

(f) Non-transferable: You agree that your account with the HLC website and/or the Services are non-transferable and all rights to your account, login name, password or the contents with your account shall terminate upon your death.

(g) Assignment: HLC may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement, or transfer, assign or sublicense your rights, if any, in the Services.

(h) Discrepancy: In the event of any discrepancy between the English and Chinese version of this TOU, the English version shall prevail.

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