

Terms of Use for the website www.infinitus-int.com (“Website”), its associated services, products, activities, promotions, projects and information provided by Infinitus Health Products (International) Company Limited and its associated and affiliated companies (“Infinitus”)

Updated on 12 October 2020

Users/You must read the following terms and conditions (“Terms of Use”) carefully. All the content of the Terms of Use apply to the use of the Website and control all aspects of any access to and use of the Website. User/You not being aware of or having read the content of the Terms of Use shall not constitute a defense. If User/you does/do not agree, User/you should not use the Website or any service or information it provides and should not register any associated event or activity hereof provided by Infinitus and/or any of its associated or affiliated companies.

In the Terms of Use:

“Infinitus” refers to Infinitus Health Products (International) Company Limited and its associated and affiliated companies. “Infinitus”, “we”, “us” and “our” can be used interchangeably.

“Website” refers to www.infinitus-int.com. “Website” and “www.infinitus-int.com” can be used interchangeably.

“User” and “you” refers to the person(s) or organization(s) that access(es) to and/or use(s) the Website. “User”, “User’s”, “you” and “your” can be used interchangeably.

“Business Partner(s)” and “Partner(s)” refer to other person(s) or organization(s) that has/have business connections with the Website.

I. Acknowledgement and Acceptance

1. All intellectual property rights subsisting in respect of the Website belong to Infinitus or have been lawfully licensed to Infinitus for use on the Website. All rights under applicable laws are hereby reserved.

2. Except with our express permission, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create any derivative work with respect thereto, as the Website is copyrighted under applicable laws.

II. Service Protection Terms

1. The Website shall only be used by natural persons, incorporated and unincorporated bodies that possess the capacity and authority to enter into legally binding contracts according to the law. Therefore, User should either be a natural person who has full capacity for civil conduct, or an incorporated/unincorporated organization that is established and exists lawfully. If User violates this provision, Infinitus can refuse to provide services and/or information for User at its sole discretion at any time; if the Website, Infinitus or any of its Business Partners or agents suffers any losses thereby, User shall be liable for any or all damages.
2. User agrees to provide the internet devices for himself/herself/itself and bears the costs of the related communications.
3. User undertakes the responsibilities, risks and consequences upon using the Website and Infinitus bears no responsibility for any direct or indirect loss caused by the using or being unable to use the Website or our service, except for the loss which is caused by intentional misconduct or gross negligence of Infinitus.

III. Basic Rules for User

1. User must comply with the policies and laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR") when using the internet and User must bear all the responsibilities and consequences caused by the illegal use of the internet.
2. If we suspect that the information or data provided by User is incorrect, inaccurate, invalid or incomplete, we have the right to delete such information or data, and/or suspend or terminate to provide services to such User, and we shall not be liable for any consequence arising thereof.
3. None of the Users shall perform, including but not limited to, the following activities:-
 - (a) use any technique trying to disturb or interrupt any of our services in any way;
 - (b) post any illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful and racially and ethnically offensive datum, information or message;
 - (c) post, publish, transmit, reproduce, distribute or in any way exploit any information obtained through the Website for commercial purposes;
 - (d) upload, post, publish, transmit, reproduce, or distribute in any way, any component of the Website itself or any kind of information obtained through the Website or Infinitus which is protected or protectable by copyright, or other proprietary right, or create any derivative work with respect thereto, without our prior written permission;
 - (e) promote or deliver any spam; or
 - (f) any activity prohibited by applicable laws or regulations in any competent jurisdiction.

4. User shall comply with the following provisions:-

 - (a) User shall comply with laws and regulations of the HKSAR and the jurisdiction where User is domiciled;
 - (b) User shall not use the internet for any unlawful purpose, or utilize any system, network, device or programme and so on for any behavior detrimental to the internet and the Website's operation;
 - (c) without our prior written permission, User shall not carry out any commercial activity, including but not limited to advertising or marketing on the Website; and
 - (d) User shall not issue false, dishonest, malicious or improper information to or comment on other Users or third parties.
5. User may report to the Website if he/she/it finds any behavior that is illegal, infringes any rules or others' rights, or in violation of the Terms of Use. Infinitus will verify the relevant content and take appropriate action as it deems suitable and necessary. User must ensure the authenticity and impartiality of the reported matter and follow the corresponding measures announced by the Website. Other User(s) being accused of any aforesaid misbehavior can launch a defense through responding to dedicated Infinitus representative, but such response is without prejudice to Infinitus' right to implement any immediate remedies or measures, including but not limited to removal of such information from the Website forthwith or stop service to such User. The Website will resume the provision of service to such User after accepting such User's explanation or clarification. The Website will keep User's report confidential save and except such disclosure is required to comply with applicable laws and regulations, including providing User's information upon request by relevant government departments or authorities.
6. If User violates the "Basic Rules for User" or any other term or condition in the Terms of Use, Infinitus has the right to warn, request rectification within a period of time, suspend service, permanently ban from access, claim, and/or report and assist relevant government departments or authorities to investigate. Furthermore, User shall be fully responsible for his/her/its own behavior in using the Website. User may bear legal responsibility(ies) in the form of (including but not limited to) damages to those whose rights have been affected, and indemnify Infinitus for any losses, damages, penalties, costs of infringement or tortious liability arising from or in relation to User's behavior.

IV. User Privacy Protection

1. User acknowledges and agrees that in order for Infinitus to provide better service to User, Infinitus and its agents shall collect, integrate, analyze and utilize the personal information and/or data when User voluntarily uses the Website and/or service provided therein and/or voluntarily

provides the same. When User accesses to and/or uses the Website and/or service provided therein, the cookies shall automatically record certain information, including but not limited to, geolocation, demographics, IP address, browser's and operation system's type and version, language, name and model of computer/device and date and time of the computer/device. The information so collected by Infinitus and its agents will become part of the Website's business archives, and may be transferred to its successor or designated party in case of sales, merger and acquisition and restructuring. Infinitus agrees to take all reasonable commercial measures to ensure information security. Further, we use cookies to enhance your experience on our Website. By continuing to use the Website, you agree to the use of these cookies, our Privacy Policy Statement of the Website and the Terms of Use of the Website. For more details for cookies, please refer to our Privacy Policy Statement of the Website.

2. Infinitus respects User's privacy. Infinitus will procure its agents not disclose, transfer, rent or sell any personal data, including but not limited to the users list and other personal information as well as other non-public information User have stored in the Website, save and except:-
 - (a) Infinitus was explicitly authorized to do so by the User in advance;
 - (b) Disclosure is required to comply with applicable laws and regulations, including providing User's information upon request by relevant government departments or authorities;
 - (c) Disclosure is required for safeguarding Infinitus' intellectual property rights and its/their other legitimate interests;
 - (d) Disclosure is for safeguarding User's and the public's privacy and/or safety in case of emergency; or
 - (e) Disclosure is in compliance with the Terms of Use or in other circumstances which deem necessary and in good faith.

For more details, please refer to the Privacy Policy Statement of the Website.

V. Service Assurance and Limitation of Liability

1. The Website may present information, data, content, news, reports, programs, video, audio and other materials and services including e-mail alert service, communications, transmissions and other items, tangible or intangible (collectively, "Web-Information"). All Web-Information is for your general reference only. Infinitus do not accept any responsibility whatsoever in respect of such Web-Information.
2. Your access to and use of our Website is at your sole risk and is provided on an "as is" and "as available" basis. Infinitus makes no representation or warranty of any kind, express or implied. In jurisdictions where exclusion or limitation of certain types of liability is not allowed, our liability will be limited to the maximum extent permitted by law.

3. Infinitus do not guarantee or assume any responsibility that (i) the Web-Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference, (ii) the Web-Information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment, (iii) messages sent through the internet will be free from interception, corruption or loss, (iv) access to the Website will be available or be uninterrupted; and (v) defects in the Website will be corrected.
4. In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Web-Information. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Web-Information. You are responsible to ensure that your use of the Web-Information complies with the Terms of Use hereof and all applicable legal requirements.
5. The limitation of liability contained in the Terms of Use will apply to the fullest extent permitted by applicable laws.

VI. Intellectual Property Rights

1. Infinitus has the absolute and full ownership and intellectual property rights of all the content on the Website, or has obtained the authorization from the owners of the content including: texts, pictures, graphics, photographs, software, audio clips, images, and all other content, as well as all content issued by the Website in the form of notice (collectively, "Website's Content"). All Website's Content is subject to the protection of copyright, trademark, property rights and other intellectual property rights related legislations. Users can only use the Website's Content with the authorization of Infinitus and the corresponding owners, and are not allowed to copy, edit, redirect and distribute any of the Website's Content without such authorization, or to allege or claim ownership of the Website's Content in any form, or create any derivative product related to the Website's Content. Furthermore, the Website's Content cannot be used for any product, service, or other matter which may deceive or misrepresent to the public or that may undermine the service provided by the Website.
2. Without the written consent of Infinitus, User cannot modify the Website's Content in any way, nor can User copy or download the Website's Content, data or information of the Website for resale, commercial use or gain.

VII. The Modification and Revision of the Terms of Use

1. User accepts that Infinitus will modify the Terms of Use when necessary in order to adapt to the development of the market, network and the Website itself from time to time. The revised Terms of Use will be published in the Website.
2. User also accepts that in order to ensure Infinitus' business development and its autonomy to make changes, Infinitus reserves the right to modify the service/event or discontinue the provision of the service/event without informing the User. Infinitus is not responsible to any User or any Business Partner when Infinitus exercises such right. User's agreement to this term is a condition of Infinitus to provide service for User.
3. If User disagrees with any modifications or amendments of the Terms of Use, revision of the service, subsequent terms and condition for the service/event, or unsatisfied with the service of Infinitus, User has the right to cease to use the Website.
4. If User continues to use the Website and/or use service provided therein and/or register the events provided by Infinitus or the Website, it means that User has accepted the amended/additional/subsequent terms and conditions. Any disputes between User and Infinitus will be subject to the latest Terms of Use for the time being. Unless otherwise expressly stated, any terms in respect of changes and/or amendments of the Website's service, content and functions should be subject to this provision.

VIII. Liability for Breach

1. If User does not comply with any provision of the Terms of Use, Infinitus has the right to immediately cease the provision of service to User and/or use of the Website, and Infinitus reserves the right to take any necessary legal action.
2. User agrees to indemnify Infinitus in full for any attorney's fees, court costs, adjudicative fees, appraisal fees, administrative costs etc. incurred by Infinitus arising from User's breach of any provision of the Terms of Use and/or rectification for the same.
3. The Website has established a dispute settlement mechanism. User and Infinitus agree to endeavor to resolve and settle any dispute through friendly negotiations between User and Infinitus regarding any disputes arising from the Terms of Use and the use of the Website. If the parties fail to achieve a satisfactory result through negotiation, any party may choose to submit the dispute to the Courts of the HKSAR. The laws of the HKSAR shall govern the Terms of Use and exclude any conflicts of laws provision. If any term is in conflict with the law, such provision shall be reinterpreted to the extent in compliance with the law while other provisions shall remain unchanged and in full force and effect.

IX. Miscellaneous

- 1.** If any provisions of the Terms of Use is ruled wholly or partially invalid or unenforceable for whatever reasons, the remaining provisions shall remain valid and binding.
- 2.** The headings and numbers contained in the Terms of Use are for reference only and shall not affect the actual implications and the effectiveness of the Terms of Use.
- 3.** The Terms of Use takes effect upon the date of publication.
- 4.** This Terms of Use is originally and will be (as the case may be) prepared in English. Any translation of this Terms of Use in any other language(s) is provided for the purpose of convenience only and is not intended to make any modification to the English version of this Terms of Use. Should there be any ambiguity, inconsistency or conflict between the English version of this Terms of Use and the translated version in any other language, the English version shall prevail.