

# TERMS OF USE

## 1. ACCEPTANCE OF TERMS

This website (the "Website") is operated by Hong Kong Multiple Intelligence Education Company Limited ("HKMI"). By accessing and using this Website, you agree to be bound by these Terms of Use. Additional terms and conditions (including any amendments thereof) applicable to a specific area of this Website or to a particular transaction, event or activity will be posted in particular areas of this Website from time to time by HKMI.

## 2. UPDATE OF TERMS

HKMI will update and amend these Terms of Use from time to time without prior notice.

## 3. NO UNLAWFUL USE

You may not use this Website or any of its contents referred to for any illegal or unauthorized purpose. You agree to comply with all applicable laws, rules and regulations in force from time to time.

## 4. THIRD PARTY WEBSITES

This Website contains certain hypertext links to other third party websites. HKMI has not reviewed, is not responsible for, and accepts no liability in respect of any content, information or opinion contained in any such websites. No hypertext links to this Website is/are allowed without the prior written consent of HKMI.

## 5. INTELLECTUAL PROPERTY AND COPYRIGHT

All contents of the website, such as text, graphics, images, photos, logos, trademarks, button icons, hyperlinks, audio, video, datas and software ("Website Contents") are protected by intellectual property laws and treaties in Hong Kong and elsewhere and may not be reproduced without prior written consent of HKMI. You may only print and/or download a hard copy of individual pages of this Website for your own private use, provided that you do not remove any copyright notices (if any) or you clearly indicate HKMI is the copyright owner on such copy. Any authorized third-party website(s) referred to or accessed by hypertext link through this Website belongs to and remains the property of the respective owners. HKMI does not acknowledge, approves or endorses these third party websites.

## 6. DISCLAIMER

Whilst HKMI endeavours to keep the information and content in this Website up-to-date, HKMI accepts no liability for the accuracy or completeness or use of, nor any responsibility to update, the information and content (or any part hereof) on this Website. Nothing contained herein shall be construed as the giving of advice or the making of a recommendation to you and should not be relied upon by anyone as the basis for any decision or action. In particular, actual results and developments may be materially different from any forecast, opinion or expectation expressed in this Website. Nothing in this Website constitutes or forms any part of an invitation or offer to invest or deal in any debt or other securities of HKMI or its related parties and nothing in this Website shall form the basis of or be relied upon for any contract or commitment.

## 7. ACCESS AND UPDATE

This Website is accessible by users authorized by HKMI only. Authorized users shall update their account information regularly.

## 8. TERMINATION OR SUSPENSION OF ACCESS

HKMI reserves the right to terminate or suspend your ability to access this Website (or any part thereof) for any reason without prior notice.

#### **9. INDEMNIFICATION**

You understand and agree that you are personally responsible for your behaviour on this Website. You agree to indemnify, defend and hold harmless HKMI, its parent companies, subsidiaries, affiliated companies, licensors, directors, employees, agent and any third party information providers to this Website from and against all claims and losses as a result of or incidental to your use or misuse of this Website and any contents thereon.

#### **10. PERSONAL DATA PRIVACY**

HKMI commits to protect the privacy of your personal data and information. In order to provide services to you and to facilitate the operation of the website, HKMI gathers certain personal information that you provide to the website. Hong Kong Multiple Intelligence Education Company Limited is part of the New World Group and we adopt the New World Group Privacy Policy Statement. You can find out more about our policy on personal data protection by accessing the New World Group Privacy Policy Statement available at <http://www.nwd.com.hk/privacy-policy> which set forth HKMI's policies for the collection, usage and disclosure of personal data obtained from the website.

#### **11. NO WAIVER**

No waiver of any of these Terms of Use by HKMI shall be deemed a further or continuing waiver of such term or any other term or condition.

#### **12. GOVERNING LAW AND JURISDICTION**

These Terms of Use are governed by the laws of Hong Kong SAR and in case of disputes, the parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR.

#### **13. TRANSLATION**

These Terms of Use are written in English. If there are other language versions of these Terms of Use and there are discrepancies between the versions, the English version shall prevail.