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### 1. Information

This website, including the set of related web pages located under our domain name [www.discovergreaterbayarea.com](http://www.discovergreaterbayarea.com) ("Website"), presents information, data, content, photo, picture, video, audio and other materials and items, tangible or intangible (collectively, the "Information"). By visiting this Website, you agree that such access is your understanding and agreement that we are granting you a non-exclusive, non-transferable and limited licence to access this Website in accordance with these Terms of Use.

### 2. Change of Terms of Use

We may change, add to or delete terms from these Terms of Use from time to time in our sole discretion without notice or liability to you. By continuing to use this Website following such modifications to the Terms of Use, you agree to be bound by such modifications.

### 3. Changes to Website

We may, at our absolute discretion and at any time, without prior notice to you, add to, amend or remove material from this Website, or alter the presentation, substance, or functionality of this Website.

### 4. User Conduct on this Website

As a condition of your use of this Website, you may not:

- (a) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorized by us;
- (b) restrict or inhibit any other user from using and enjoying this Website;
- (c) post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, national or foreign law, infringe any intellectual property right, proprietary rights or confidentiality obligations of others;
- (d) post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
- (e) post or transmit any information or software which contains a virus, trojan horse, worm, spyware or other harmful component;
- (f) post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through this Website for commercial purposes without our prior written permission (unless otherwise specified by us in this Website or pursuant to separate licence granted by us);
- (g) upload, post, publish, transmit, reproduce, or distribute in any way, any component of this Website itself or any Information obtained through this Website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission (unless otherwise specified by us in this Website or pursuant to separate licence granted by us);

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The Information may contain information provided by third parties or sourced by us from business information sources and other references or sources.

**We are not responsible if any such Information is not up-to-date. We do not separately verify the Information provided by such third party or agency and you are cautioned thus to the reliability and accuracy of the Information accordingly. We do not accept any responsibility whatsoever in respect of any such Information. Any use of and reliance of such Information is at your own risk.**

## **6. Prohibition of Access**

Whilst we shall use commercially reasonable efforts to provide users with access to this Website twenty-four (24) hours per day, we cannot guarantee your access and you acknowledge that we make no representation or warranty that this Website will be available. You are responsible for your own hardware, software and facilities and we cannot guarantee compatibility of this Website with your systems.

We shall be entitled, at our sole discretion, to (a) temporarily suspend this Website to upgrade or modify this Website, and/or (b) restrict your access to and use of this Website where we consider it reasonably necessary for the operation of this Website. We shall not be responsible for any loss or damage you may incur as a result of any such suspension, restriction or prohibition.

We reserve the right at all times to prohibit or deny your access to this Website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in these Terms of Use or that such prohibition or denial is appropriate, desirable or necessary in our sole opinion.

## **7. Links to and from this Website**

Links on this Website may take you to other sites and you acknowledge and agree that we have no responsibility for the accuracy or availability of any Information provided by linked websites.

**Links to other websites do not constitute an endorsement or recommendation by us of such websites or the Information, products, advertising or other materials available on those websites.**

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- (b) To impersonate any person or entity or create a false identity (other than a pseudonym) on the Website;
- (c) To post material that infringes a copyright, trademark or patent right, trade secret or other legal right of any person, corporation or institution or any right of privacy;
- (d) To collect, print out, reproduce, distribute, or otherwise make available or use any personally-identifiable information about other users;
- (e) To engage in any conduct prohibited under these Terms of Use.

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Email to: [engio@hktb.com](mailto:engio@hktb.com)

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- (c) messages sent through the internet will be free from interception, corruption or loss;
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- (e) defects in this Website will be corrected.

**In no event shall we be liable (whether in tort or contract or otherwise) 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, errors or omission in this Website or the Information, even if we have been advised of the possibility of such damages.**

**You will exercise and rely solely on your own skill and judgment in your use of this Website and use and interpretation of the Information. You are responsible to ensure that your use of this Website and the Information complies with all applicable legal requirements.**

**The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.**

## **12. Indemnity**

You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising from your breach of these Terms of Use and/or your use of this Website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. You will not make any settlement that may adversely affect our rights or obligations without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

## **13. Privacy Policy**

For information about our privacy policies and practices, please refer to our [Privacy Policy](#).

## **14. Partial Invalidity**

The illegality, invalidity or unenforceability of any provisions of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **15. Miscellaneous**

No waiver of any breach under these Terms of Use will amount to a waiver of any other breach. The headings in these Terms of Use are for convenience only and do not affect interpretation.

## **16. Governing Law and Jurisdiction**

These Terms of Use shall be governed by the law of the Hong Kong Special Administrative Region of the People's Republic of China. You agree to submit to the exclusive jurisdiction of the Hong Kong Court.

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