

# Terms of Use

EFFECTIVE MAY 15, 2018



## 1. AGREEMENT TO TERMS

These Terms of Use ("terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Starladder Limited, Unit F, 11 Floor, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong ("Starladder", "we", "our" and "us"), concerning your access to and use of the Starladder services (described below).

You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree with any of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately.

These terms apply to Starladder.com and other Starladder-related sites, apps, communications and other services that state that they are offered under these terms ("Services"). Registered users of our Services are "Members" and unregistered users are "Visitors". These Terms apply to both.

Your use of our Services is also subject to our Privacy & Cookie Policy.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Services after the date such revised Terms of Use are posted.

The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Services.

By signing up for an Account, you represent and warrant that you are a "natural person" who is over the age of eighteen (18) or whose legal guardian has accepted and agreed to these Terms of Use.

## 2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Services is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Services (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the international conventions. The Content and the Marks are provided on the Services "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Services, you are granted a limited license to access and use the Services and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Services, the Content and the Marks.

## 3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

- All registration information you submit will be true, accurate, current, and complete;
- You will maintain the accuracy of such information and promptly update such registration information as necessary;
- You have the legal capacity and you agree to comply with these Terms of Use;
- You are not under the age of 16;
- You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services;
- You will not access the Services through automated or non-human means, whether through a bot, script, or otherwise;
- You will not use the Services for any illegal or unauthorized purpose;
- Your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## 4. USER REGISTRATION

You may be required to register with the Services (to use special enterprise services via our website). You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## 5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Trick, defraud, or mislead other users and us especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcrms").
- Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use the Services in a manner inconsistent with any applicable laws or regulations.

## 6. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Terms of Use.
- You have the written consent, use, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- Your Contributions do not violate any law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate or link to material that violates any provision of these Terms of Use, or any applicable law or regulation.
- Any use of the Services in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Services.

## 7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, nonlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retile, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion:

- To edit, redact, or otherwise change any Contributions;
- To re-categorize any Contributions to place them in more appropriate locations on the Services;
- To pre-screen or delete any Contributions at any time and for any reason, without notice.

We have no obligation to monitor your Contributions.

## 8. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- You should have firsthand experience with the person/entity being reviewed;
- Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- Your reviews should not contain references to illegal activity;
- You should not be affiliated with competitors if posting negative reviews;
- You should not make any conclusions as to the legality of conduct;
- You may not post any false or misleading statements;
- You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may remove, reject, or consider reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone comments reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or any claims, liabilities, or losses resulting from any review. By posting a review, you at this moment grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## 9. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own the exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You at this moment waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original to you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 10. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Services) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Web sites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. The inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 11. ADVERTISERS

We allow advertisers to display advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Services and any services provided on the Services or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Services, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## 12. SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- Monitor the Services for violations of these Terms of Use;
- Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use;
- In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- In our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## 13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy & Cookie Policy. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

## 14. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to legislation you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

## 15. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Services. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## 17. GOVERNING LAW

These Terms of Service and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Hong Kong, unless otherwise required by the law of the country where the user has his habitual residence.

We and you submit all the aforementioned disputes to the jurisdiction of the courts of the country whose laws are applicable subject to the article listed above.

## 18. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in Hong Kong, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose.

## 19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## 20. DISCLAIMER

The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any:

- Errors, mistakes, or inaccuracies of content and materials;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site;
- Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- Any interruption or cessation of transmission to or from the site;
- Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party;
- Any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## 22. LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

## 23. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- Your Contributions;
- Use of the Services;
- Breach of these Terms of Use;
- Any breach of your representations and warranties set forth in these Terms of Use;
- Your violation of the rights of a third party, including but not limited to intellectual property rights;
- Any overt harmful act toward any other user of the Services with whom you connected via the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 25. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## 26. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at [privacy@starladder.tv](mailto:privacy@starladder.tv)