

## EDBOOKSHELF TERMS OF USE

### 1. Acceptance of Terms

1.1 The following terms and conditions (“Terms of Use”) apply to the services available from the application, the domain and sub-domains of EdBookShelf and related web site designated by Hong Kong Education City Limited (“HKEdCity”) and are the terms and conditions on which HKEdCity offers you access to EdBookShelf. By accessing browsing or using EdBookShelf, you accept these Terms of Use. If you do not accept these Terms of Use, you must refrain from accessing, browsing or using EdBookShelf.

1.2 You also agree that you shall comply with the following terms and policies on HKEdCity website that are related to the service offered on the EdBookShelf:-

- (i) [Privacy Statement](#);
- (ii) [Copyright and Intellectual Property Rights](#);
- (iii) [Disclaimer](#); and
- (iv) [Terms of Service](#).

1.3 These Terms of Use may be amended in whole or in part by HKEdCity from time to time without prior notice to you. Amendments to these Terms of Use will be effective immediately upon the posting of the amended Terms of Use on EdBookShelf. You are responsible for ensuring that you are familiar with the latest Terms of Use. Your continued use of EdBookShelf represents your agreement to be bound by the Terms of Use as amended.

1.4 If HKEdCity has posted a translation of the Terms of Use, you agree that the translation is provided for reference only and that the English language version will prevail.

### 2. Definitions

2.1 In these Terms of Use, the following

expressions have the meaning set out below:

“**EdBookShelf**” means the software application and related web site designated by HKEdCity that allow the Users with access to the eBooks or other digital contents.

“**eBook**” means the digital contents and/or computer codes which are in an acceptable technology format able to be used in the EdBookShelf.

“**HKEdCity website**” means the website which is currently at <http://www.hkedcity.net/> and any successor or related site designated by HKEdCity.

“**HKEdCity**” or “**we**” or “**us**” or “**our**” means HKEdCity.

“**User**” or “**you**” means any person that access, browse or use EdBookShelf, with valid HKEdCity member account.

“**Content Provider**” means the party offering eBooks or any digital contents in EdBookShelf which may be a third party or by selection by us.

“**Device**” means a computing device or other supported electronic device on which you are authorized to operate EdBookShelf as determined by HKEdCity.

2.2 In these Terms of Use, unless the context otherwise requires:

2.2.1 headings are for convenience only and shall not limit, extend, vary or otherwise affect the construction of any provision of these Terms of Use;

2.2.2 words and expressions importing the singular include the plural and vice versa; and

- 2.2.3 words and expressions importing one gender include both genders and the neuter, and references to persons include natural persons, bodies corporate or unincorporated, sole proprietorships, partnerships, associations, enterprises, branches and all other forms of organisations and entities.

### **3. Account and Account Security**

- 3.1 In order to access the EdBookShelf, the Users need to have a valid HKEdCity member account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account and your Device, and you agree to accept responsibility for all activities that occur under your account. It is your responsibility to notify us immediately of any unauthorized use of your password or any breach of security.

### **4. Activity**

- 4.1 EdBookShelf and Content Providers enable you, subject to the restriction set forth herein, to view, download, display and use eBooks and other digital contents on your Devices.
- 4.2 Upon the completion of payment of any applicable fees of the eBooks, the Content Provider grants you a non-exclusive right to download, view, use, and display such contents solely for your personal, non-commercial use. Such eBook content is licensed, not sold, to you by the Content Provider. The Content provider may include additional terms and conditions for use within the eBooks. Those terms will also apply, save and except if there is any inconsistency or conflict between the additional terms and condition and this Term of Use, the Terms of Use shall prevail. While you download the free EdBookShelf App from Apple Store, Google Play Store or other online store, you must comply with their store policies and rules which are subject to change from time to time at the sole discretion of respective stores. It is

the obligation of the Users to comply with the latest requirements.

- 4.3 Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign any rights to the eBook content or any portion of it to any third party, and you may not remove or modify any proprietary notices or labels on the eBook content. In addition, you may not bypass, modify, defeat, or circumvent security features that protect the eBook content.

- 4.4 Some eBooks may require an activation key to unlock the security protection before they can be used. It is your responsibility to activate the eBook before the expiration date of the activation key which is determined by the Content Provider.

### **5. System Integrity**

- 5.1 While we will use our reasonable endeavors to ensure the availability of EdBookShelf, you acknowledge that we take no responsibility for any system unavailability or for any loss that is incurred as a result of EdBookShelf being unavailable. Further, we assume no responsibility for the corruption of any data or information held by us.

### **6. Intellectual property rights**

- 6.1 We are not responsible for third party content on EdBookShelf or claims on copyrights, trademarks and/or licences. Content on EdBookShelf may be provided by third parties or by selection by us. Any opinions, advice, statements, descriptions, services, offers, information or other content expressed or made by third parties on or through EdBookShelf are solely those of the respective authors or distributors and neither we nor our affiliates shall be liable for the contents therein.
- 6.2 We shall not be liable for any damages resulting from any infringement of copyrights, trademarks or other proprietary rights in any

third party content. Unless required by law, we shall have sole discretion regarding the removal of the allegedly infringing contents from EdBookShelf. If we exercise our discretion to remove the allegedly infringing contents from EdBookShelf we may restore your contents or account privileges upon written notification from the complaining party, together with reasonably sufficient evidence, that the dispute has been resolved. What constitutes reasonably sufficient evidence of the resolution of such a dispute is to be determined by HKEdCity at our sole discretion. For the avoidance of doubt, HKEdCity shall not be liable for any damages and/or inconvenience however caused by the removal of contents from EdBookShelf.

## 7. Electronic Communications

- 7.1 We may communicate with you by email or by posting notices on EdBookShelf. You consent to receive communications from us by email. You agree that all agreements, notices, disclosures and other communications that we provide to you in this manner satisfy any legal requirement that such communications be in writing.

## 8. Licence and Site Access

- 8.1 We grant you a limited, non-exclusive and revocable licence to access and make use of EdBookShelf. This licence does not include any resale or commercial use of EdBookShelf or its contents; any derivative use of the EdBookShelf or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. Unless otherwise specified by us in a separate licence, your right to use any software, data, documentation or other materials that you access or download through EdBookShelf is subject to these Terms of Use.

## 9. System Updates

- 9.1 HKEdCity reserves the right to change the

design, features and/or functionality of the EdBookShelf from time to time by keeping the updated version available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download any updated version of EdBookShelf, but in some circumstances you may not be able to continue using the EdBookShelf until you have downloaded the updated version. HKEdCity may delay or suspend the display of, or refuse to display, any or all contents in its sole discretion.

## 10. Privacy

- 10.1 Please read our [Privacy Statement](#) which sets out the general policies on how we use and protect your personal information in relation to all HKEdCity websites and EdBookShelf.

## 11. No Warranties

- 11.1 The EdBookShelf and its services are provided "as is" without warranty of any kind, expressed or implied including without limitations accuracy, omissions, completeness or implied warranties or merchantability or fitness for a particular purpose or other incidental damages arising out of the use or the inability to use the EdBookShelf, you acknowledge that the use of this service is entirely at your own risk.

## 12. Disputes

- 12.1 If you have a dispute with Content Provider, User or any third party in relation to your use of EdBookShelf, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 12.2 HKEdCity will not participate in resolving any disputes between the Content Provider and User arising out of or in connection with any using of eBooks. HKEdCity urges the Content

Provider and User to resolve such disputes in a reasonable and cooperative manner.

### **13. Indemnity and Defence**

13.1 You agree to indemnify and hold HKEdCity (including its directors, officers, employees, parent companies, subsidiaries, affiliates and agents) harmless from and against any and all claims, cost, losses, damages, judgments, penalties, interest and expenses (including legal fees) arising out of any claim (being any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or an entity) that relates or arises out of your use of EdBookShelf.

### **14. Limitation of Liability**

14.1 To the fullest extent permitted by law, HKEdCity will not be liable for any damage of any kind, including without limitation direct, indirect, incidental, punitive, special or consequential damages (including, without limitation any loss of profits, loss of revenue or loss of data) arising out of or in connection with these Terms of Use, the access or use of EdBookShelf, including (but not limited to) any damages for loss of profits, goodwill, use, data or other intangible losses resulting from (i) the use or inability to use the service of EdBookShelf; (ii) data, information, services or messages received directly from or via EdBookShelf; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party as a result of the service provided by EdBookShelf or (v) any other matters relating to the service of EdBookShelf.

### **15. Refuse access or use of EdBookShelf**

15.1 HKEdCity, in its sole discretion, may refuse service to anyone for any reason or may refuse access to or use of EdBookShelf by any person, with or without prior notice, and without liability.

### **16. No Agency**

16.1 No agency, partnership, fiduciary, trustee, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

### **17. Severability**

17.1 If any provision of these Terms of Use becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining Terms of Use, which shall continue in full force and effect.

### **18. No Waiver**

18.1 If we do not exercise or enforce any right available to us under these Terms of Use, it does not constitute a waiver of that right. We will not be considered to have waived any of our rights or remedies described in these Terms of Use unless the waiver is in writing and signed by us. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any term of these Terms of Use will not constitute a waiver of our right to subsequently enforce such term or any other terms of these Terms of Use.

### **19. Policy Enforcement**

19.1 We reserve the right to review and take appropriate actions to deal with any violation of these Terms of Use, including, without limitation removing, disabling or suspending use by any User or Content Provider that violates these Terms of Use, to claim from you for all losses and/or damages as a result of your breach and to report any activity that we suspect to have violated any relevant law or regulation to appropriate law enforcement agencies.

### **20. Disclaimer**

- 20.1 You acknowledge and agree that if you decide to browse or use the EdBookShelf, you do so entirely at your own risk. In no event shall HKEdCity (including its directors, officers, employees, parent companies, subsidiaries, affiliates or agents) be liable for any loss or damage, direct or indirect, general or special, compensatory, consequential, incidental, arising from or in connection with or otherwise associated with your browsing or use of EdBookShelf.
- 20.2 We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any third party content. Under no circumstances will HKEdCity be liable for or in connection with any errors or omissions in any third party content or embedded links, any loss or damage caused by your reliance on or any other harm arising from any third party content.
- 20.3 Any content downloaded or otherwise obtained through the use of EdBookShelf is done at your own risk and discretion and you shall be solely responsible for any damage to your device or damage or loss of data resulting from the download of any information.

## **21. Rights of Third Parties**

- 21.1 It is expressly provided that the Contracts (Rights of Third Parties) Ordinance, (Cap. 623) shall not apply to these Terms of Use and nothing herein shall create rights to nor impose obligations on any third party under the said ordinance.

## **22. Governing Law**

- 22.1 These Terms of Use are governed by the laws of Hong Kong. You agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong in regards to any disputes and/or matters arising out of or in connection to this Terms of Use.