

EDMALL TERMS OF USE

1. Acceptance of Terms

- 1.1 The following terms and conditions (“Terms of Use”) apply to the services available from the domain and sub-domains of EdMall and any successor or related site designated by Hong Kong Education City Limited (“HKEdCity”) and are offered to you conditioned on your acceptance without any modification. Your use of the EdMall constitutes your agreement to all Terms of Use. If you do not accept these Terms of Use, you must refrain from accessing, browsing or otherwise using EdMall.
- 1.2 You must also read and accept the terms, policies and statements incorporated by reference or linked to these Terms of Use (including but without limitation those set out in Clause 1.3 below) (the “Additional Terms”). Your use of the EdMall also constitutes your agreement to the Additional Terms. If there is any contradiction between the Additional Terms and the Terms of Use, the Terms of Use shall take precedence in relation to all the matters relating to EdMall.
- 1.3 The Additional Terms include, but not limited, to:
- (i) [Privacy Statement](#);
 - (ii) [Copyright and Intellectual Property Rights](#);
 - (iii) [Disclaimer](#); and
 - (iv) [Terms of Services](#).
- 1.4 The Terms of Use and the Additional Terms 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 EdMall. You should check the latest Terms of Use and the Additional Terms on a regular basis. Your continued use of EdMall represents your agreement to be bound by the Terms of Use as amended.
- 1.5 If HKEdCity posts or has posted a translation of the Terms of Use and/or the Additional Terms, 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:

“**Buyer**” means any person that purchases any item on EdMall with or without payment. Without prejudice to the generality of the foregoing, Buyer shall include any School Purchaser.

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

“**EdStore**” means the virtual store that Vendor runs on EdMall to offer any item for sale or for free to Buyer.

“**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.

“**Item**” means any goods, products or services.

“**School Purchaser**” means any person that is authorized to make purchase with or without payment on EdMall on behalf of the school which has a valid and subsisting School Purchaser Account with HKEdCity.

“**School Seller**” means any person that is authorized to open an EdStore in EdMall on behalf of the school which has a valid and subsisting Vendor Service Agreement with HKEdCity.

“**User**” or “**you**” means any person that directly or indirectly access, browse or use EdMall, regardless of whether he is registered as a member. For the avoidance of doubt and without prejudice to the generality of the foregoing, User shall include any Buyer or Vendor.

“**Vendor**” means any person who offers any item for sale or for free on EdMall who has a valid and subsisting Vendor Service Agreement with HKEdCity. Without prejudice to the generality of the foregoing, Vendor shall include any School Seller.

“**Vendor Service Agreement**” means an agreement titled “EdMall Vendor Service Agreement” made between a Vendor and 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. About EdMall

- 3.1 EdMall is a marketplace for education-related learning and teaching resources and products. It provides a platform for Vendor and Buyer to complete transactions for sale and purchase of education-related learning and teaching resources and products. The contract formed at the conclusion of the transaction is solely between the Vendor and the Buyer. EdMall shall be used for display and sale of quality resources and products, which are related to e-learning and quality education for schools, principals, teachers, students and parents.

3.2 HKEdCity reserves the rights to refuse access to or use (including, but not limited to, the suspension of access to or use) of EdMall to anyone, at any time, and at its sole and absolute discretion.

3.3 While using EdMall, you will abide by all the terms and conditions herein. In particular (but without limiting the other terms and conditions), you will not:

- 3.3.1 post, list or upload content or item in an inappropriate category or area;

- 3.3.2 sell any counterfeit item or otherwise infringe the intellectual property rights or other rights of other person;
- 3.3.3 as a Buyer, fail to make payment for item that you purchase;
- 3.3.4 as a Vendor, fail to deliver item that you offer, unless the Buyer fails to meet the posted terms;
- 3.3.5 interfere with other User's listings;
- 3.3.6 circumvent or otherwise avoid the fees and charges payable to HKEdCity;
- 3.3.7 post any false, inaccurate, misleading, libelous content;
- 3.3.8 post any obscene or indecent material or any material that could constitute or encourage conduct that would be considered a criminal offence, civil liability, or violation of any law;
- 3.3.9 represent or hold out to be in any way related to or associated with HKEdCity or attempt to cause others to falsely assume the identity of the sender or the source of message or information;
- 3.3.10 take any action that may undermine the feedback or feedback rating system (such as displaying, importing or exporting feedback information to sites other than EdMall or using it for purposes that are unrelated to EdMall);
- 3.3.11 transfer, lend, lease, trade or otherwise part with your User account (including feedback) to another person;
- 3.3.12 distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- 3.3.13 distribute viruses (or through other technologies) that may harm EdMall or the interests of other Users;
- 3.3.14 add or modify the content of EdMall, unless it is expressly permitted under these Terms of Use;
- 3.3.15 infringes the intellectual property rights, including, but not limited to, the copyrights and trademarks that belongs to HKEdCity;
- 3.3.16 collect or disclose personal information about other Users, including email addresses, personal contact details etc. without their consent;
- 3.3.17 interfere or attempt to interfere with the proper operation of EdMall or bypass any measures used to prevent or restrict access to any portion of the EdMall;
- 3.3.18 conduct any illegal activities;
- 3.3.19 impose an unreasonable or disproportionately large load on the infrastructure of EdMall or any of the systems or networks comprising or connected to EdMall;
- 3.3.20 copy or distribute all or any part of the content of EdMall;
- 3.3.21 use, reproduce, record, retransmit, sell, distribute, post, perform, publish or rent any of the content of EdMall without our written permission; or
- 3.3.22 engage in any activities that are not related to the activities set out in Clause 3.1.

4. Eligibility and Membership

- 4.1 Users should ensure that they can lawfully enter into and form contracts under the law. If you are registering with EdMall as a business entity, you represent that you have the authority to legally bind that entity.
- 4.2 Any User, with or without a HKEdCity member account, may browse and search on EdMall, except in the areas of EdMall with restricted access for specific types of members. If you want to use the buying, selling and/or community services on EdMall, you must register as a member of HKEdCity.
- 4.3 In order to use the buying services on EdMall, you need to have a valid HKEdCity member account in one of the following membership types, namely, "Teacher", "Student", "Public" or "School Purchaser". For a School Purchaser, you also need to have a valid and subsisting School Purchaser Account.
- 4.4 In order to use the Vendor services on EdMall, you need to have (i) a valid HKEdCity Member account in at least one of the following membership types, namely, "Teacher", "Public", "Corporate" or "School Seller", (ii) applied and have been approved by HKEdCity to be an EdMall Vendor and (iii) a valid and subsisting Vendor Service Agreement with HKEdCity.
- 4.5 The definitions and verification methods of each membership type are listed on HKEdCity website.
- 4.6 In creating an account and becoming a member of HKEdCity, you must provide complete and accurate personal information during account registration and also have a valid email account.
- 4.7 You are responsible for any actions taken through your membership. Transactions and all other contact between you and other Users are conducted entirely at your own risk.

5. Fees

- 5.1 Browsing EdMall is free.
- 5.2 We charge fees for other services. For example, we charge Vendors certain fees and charges. The details of such fees and charges are set out in the Vendor Service Agreement that we enter into with Vendors.

6. Activity

- 6.1 EdMall may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations. HKEdCity has the right, but not the obligation, to monitor any activity and content in EdMall. HKEdCity may take such action as it may deem appropriate, including, without limitation, issuing warnings, suspension or termination of service, denying access, removal of any content, screen or edit any content and/or to report to law enforcement or other appropriate officials, regulators or third parties. HKEdCity reserves the right to disclose any information it considers necessary or appropriate, including but not limited to User contact details, IP addresses, traffic information, usage, history and posted content.

7. Account Security

7.1 We care about the safety and security of our Users. We have adopted a number of security measures to ensure that EdMall is as safe as possible. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. It is your responsibility to notify us immediately of any unauthorized use of your password, account or any breach of security.

8. Third-Party Links

8.1 We do not own and have no control over other third party websites (such as Vendor's official sites) which are linked to EdMall. Any information collected by the parties who own those websites or the use of cookies is out of our control. Please be aware that individual organizations operate their own policies regarding the access to and use of their sites. When accessing information from third party websites linked to EdMall, we strongly recommend that you refer to the specific terms and conditions of their sites which may differ from these Terms of Use. If you have any concerns regarding accessing these third-party sites, please contact the relevant site owner.

9. Unsolicited Idea Submissions

9.1 We will consider any ideas, suggestions, proposals, materials, processes, names of products, artwork designs or other works ("Submissions") that we receive to be non-confidential and non-proprietary. Any Submissions will automatically become our property. We may use or redistribute the contents for any purpose and shall be entitled to unrestricted use of the Submissions without any compensation to the person or entity that make the Submission(s).

10. System Integrity

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

11. Intellectual property rights

11.1 All rights in connection with EdMall are expressly reserved. You may not, without our prior written permission, in any form or by any means adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of EdMall, or commercialize, copy or on-sell any information or items obtained from any part of EdMall that comprise intellectual property of HKEdCity.

11.2 We are not responsible for third party content on EdMall or claims on copyrights, trademarks and/or licences. Content on EdMall may be provided by third parties, either as a result of submission by Users 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 EdMall are solely those of the respective authors or distributors and neither we nor our affiliates shall be liable for the contents therein.

11.3 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 materials from EdMall. If we exercise our discretion to remove the allegedly infringing materials from EdMall we may restore your materials 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 materials from EdMall.

12. Electronic Communications

12.1 We may communicate with you by email or by posting notices on EdMall. 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.

13. Licence and Site Access

13.1 We grant you a limited, non-exclusive and revocable licence to access and make use of EdMall. This licence does not include any resale or commercial use of EdMall or its contents; any derivative use of the EdMall 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 EdMall is subject to these Terms of Use.

14. Reviews, Comments, Communications, Ratings and other Content

14.1 Users or other authorized persons may submit reviews, comments, contest entries, articles and other content to EdMall and also disclose content, ideas, comments, questions or other materials on EdMall, provided that the content is not content that is prohibited under these Terms of Use. We reserve the right to remove or edit such content.

14.2 By submitting content to EdMall you grant HKEdCity a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and licence to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content that you submit to EdMall, provided however that we will not alter any of your trademarks (i.e. trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks. This right and licence is for the sole purpose of enabling HKEdCity to operate EdMall and/or to display, distribute and promote the services provided on EdMall. Nothing in these Terms of Use will prevent or impair our right to use without your consent the content and any other materials provided by you to the extent that such is allowable without a licence from you or your affiliates under applicable law.

15. Reservation of Rights

15.1 HKEdCity reserves the right to determine the content, appearance, design, functionality and other aspects of EdMall and the services provided on it, including the right to re-design, modify, remove and/or alter the content, appearance, design, functionality and other aspects of EdMall and its services and any element, aspect, portion or feature thereof from time to time. HKEdCity may delay or suspend the listing of, or refuse to list, or to de-list, any or all items in its sole discretion.

16. Privacy

16.1 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, including EdMall.

17. How to become a Vendor and the rules

17.1 In order to sell in EdMall, you will need to have:-

17.1.1 a valid HKEdCity member account in one of the following membership types, namely, "Teacher", "Public", "Corporate" or "School Seller";

17.1.2 applied and approved by HKEdCity to be an EdMall Vendor; and

17.1.3 a valid and subsisting Vendor Service Agreement signed between the Vendor and HKEdCity.

17.2 Content

17.2.1 You agree that you will only list items that are quality resources and products for the education-related purposes, which focus on services or solutions that are related to e-learning and quality education for schools, principals, teachers, students and parents. While you may enter listings on EdStore, HKEdCity reserves the overriding right to determine the content, appearance, design and all other aspects in connection with your listing, including the right to re-design, modify, remove and alter the content, appearance, design and all other aspects of EdStore from time to time. HKEdCity may delay, suspend the listing of, or refuse to list, or to delist any or all of the items at any time at its sole discretion, without prior notice to you. Without prejudice to the generality of the foregoing sentence, HKEdCity may, for instance, remove or cause to be removed any item (including amending or causing to be amended the related information of any item) either permanently or temporarily in case where there is any report/complaint of violation of these Terms of Use.

17.2.2 You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale and payment terms. You will only enter listings for items that exist and are to be sold. You will not list items that you are not legally entitled to sell.

17.2.3 You must not list any content that is restricted by these Terms of Use. You should take care in deciding the content of your listing and accept full responsibility for the listings that you enter. For example, misrepresenting a product or activity or using a specific brand name may infringe intellectual property rights and a Vendor may be liable for damages. Therefore, we strongly encourage the Vendor to

contact the rights owners for authorization and seek legal advice, if necessary.

17.2.4 While a Vendor is allowed to show its official site (third-party site) in EdMall, the URL shall not directly lead to any transaction of items that the Vendor is offering on EdMall.

17.2.5 Nothing in these Terms of Use will prejudice or impair our right to use without your consent the content and any other materials provided by you to the extent that such use is allowable without a licence from you or your affiliates under applicable laws. You represent and warrant that you own or control or use under authorization all the rights to the content you submit to us or any of our affiliates and that the use of such materials by us or any of our affiliates will not infringe upon or violate the rights of any third party. We encourage Vendor to take legal advice if necessary.

17.2.6 You are encouraged to write your own descriptive texts and take your own photos for your items to avoid an infringement of intellectual property rights.

17.2.7 The content of your listing is subject to review by us. We reserve the right to remove any listing at our sole discretion.

17.2.8 Different types of restrictions in relation to the listing of items for sale may be imposed from time to time. Such restrictions may include but are not limited to: (i) category and product restrictions; and/or (ii) licence restrictions and geographical restrictions:

(i) Category and product restrictions: Vendor may not be able to list every item on all categories. Some categories content are prohibited as a matter of compliance with legal, regulatory or other restrictions. We reserve the right to determine if a category or item content is prohibited.

(ii) Licence restrictions and geographical restrictions: It is the Vendor's responsibility to ensure that its items can be listed and sold in a certain geographical area. The sale of parallel imports to countries or jurisdictions where such sale is unlawful is prohibited on EdMall. Parallel-imports include copies of copyright works which were made without the authorization of the copyright owner in the place of manufacture and destined for a market other than the designated market but were then imported into the designated market without the consent of the copyright owner.

17.2.9 By selling on EdMall, you warrant that any item sold to Users are neither illegal nor unlawful parallel-imports into the jurisdiction where the Users ordered the item.

17.3 Availability

It is a Vendor's responsibility to ensure that it has sufficient stock to meet a Buyer's demand.

17.4 Transaction between the Vendor and Buyer only

You understand and agree that each transaction is made by and between a Vendor and a Buyer only; and HKEdCity shall not be considered as a party to the transaction. HKEdCity will not be liable for any loss, damage, claim, liabilities, costs or expenses from the transaction.

17.5 Delivery

17.5.1 EdMall supports various delivery methods as determined by HKEdCity, including online methods for electronic resources and offline methods for physicals. Vendor should select the delivery methods when uploading the items to EdMall for sale.

17.5.2 For physical goods and any other offline delivery methods, the Vendor shall deliver the item to the Buyer directly. The Vendor shall clearly state the information of delivery method, delivery charges, expected time frame of delivery and any other information relating to delivery for the item listed.

17.5.3 EdMall supports various payment methods for Buyers as determined by HKEdCity from time to time. Different payment methods may only be applicable to certain types of items. Online payment methods may include online payment by credit cards and etc. Offline payment methods may include cheques and other forms of payment acceptable to HKEdCity.

17.5.4 An order on EdMall is considered as confirmed once the payment is made by the Buyer through a payment method acceptable to HKEdCity. Electronic notifications, via email or other means, will be given to Vendors once an order is confirmed.

17.5.5 If the item is to be delivered by the Vendor to the Buyer directly, the Vendor shall deliver the item to the Buyer upon receipt of notification of confirmed orders from HKEdCity according to its agreed service standards as set out in its EdStore.

17.6 Returns and Refunds

17.6.1 A Vendor is required to create and specify its own return and refund policy and to process any requests from Buyers for returns or refunds pursuant to that policy.

17.6.2 The responsibility for any return or refund of any item purchased on EdMall rests with the Vendor. In setting up a return and refund policy, at a minimum a Vendor shall provide for procedures in handling cases such as:-

- (i) Items ordered but not received: a Buyer paid for an item on EdMall but did not receive the item (including the URL to download or the activation key, as the case may be),
- (ii) Delivery of Wrong Items: a Buyer ordered and paid for item "A" on EdMall but he received item "B" which is not the item ordered.
- (iii) Invalid Download URLs, Login IDs or Activated Keys: a Buyer ordered and paid for an item on EdMall, and received the download URLs, Login IDs or the activation keys (as the case may be) successfully. However, the Buyer is unable to download or activate the item by using the details provided.
- (iv) Physical damages of physical item or the item is malfunctioning.

17.6.3 A Vendor shall deal with any return or refund request from a Buyer and determine whether it is appropriate to allow the Buyer to return the item, provide a refund or undertake another course of action (for example providing a replacement item) as the Vendor thinks is appropriate, taking into account the Buyer's request, and pursuant to the Vendor's return and refund policy in respect of the item sold.

17.6.4 A Buyer should contact a Vendor directly (for example through an EdMall private message) to make any request to

return or for a refund for an item purchased from that Vendor on EdMall.

17.6.5 A Vendor should reply to a Buyer's request to return or for a refund in respect of an item within 5 working days of the date on which the Buyer made the request.

17.7 Avoiding EdMall Fees

17.7.1 You agree not to circumvent or otherwise avoid payment of our fees. This will include, but is not limited to, any attempt to circumvent or avoid payment of our fees by:

- (i) having listed and concluded a transaction of an item on EdMall but payment is effected outside the payment gateways or payment methods provided by EdMall;
- (ii) redirecting User to link(s) outside of EdMall by providing link(s) in your item detailed pages that refer to or promote sales outside of EdMall (except that you can attach one URL in your EdStore which diverts to a page introducing your company without sales and promotional elements); or
- (iii) listing or promoting items which could result in sales being completed outside of EdMall.

17.8 Taxation

Vendors shall comply with all applicable laws in relation to the payment of tax. Vendors are solely responsible for paying any/all taxes associated with fees payable in relation to the use of EdMall or any other tax liabilities incurred through the use of EdMall.

17.9 Protection of Personal Data

Vendors shall ensure that the personal data of Buyers will only be used in connection with the transactions through EdMall and for the delivery of the items and any directly related purposes. Vendors shall do such things and take such measures as necessary to ensure that the personal data collected are protected against unauthorized or accidental access, processing or any other use.

17.10 Feedback

When a Vendor is involved in a transaction with a Buyer, the Buyer has the ability to rate the Vendor's performance and leave feedback about the Vendor. As a Vendor, you must not post feedback about yourself. Feedback is provided for the sole purpose of facilitating transactions between Vendors and Buyers. You must not market or export any feedback to any venue other than EdMall. Linking your EdMall feedback from/to other buying and selling websites is not permitted.

18. Becoming a Buyer and the rules

18.1 Becoming a Buyer - account registration and Verification

In order to use the buying services on EdMall, you need to have a valid HKEdCity member account in one of the following membership types, namely, "Teacher", "Student", "Public" or "School Purchaser". For a School Purchaser, you also need to have a valid and subsisting School Purchaser Account.

18.2 Payment

- 18.2.1 By confirming an order you have entered into a binding contract with the Vendor to purchase the item. You agree and understand that each transaction is made by and between a Vendor and a Buyer only; and HKEdCity shall not be considered as a party to the transaction. HKEdCity will not be liable for any loss, damage, claim, liabilities, costs or expenses from the transaction. Some items may be delivered directly to your registered email account, therefore please make sure that the account is valid before purchase. You may update your email account by editing your registered information.
- 18.2.2 Once an order is confirmed, you must pay for the item purchased (a) instantly if you pay online by credit card; or (b) within 45 calendar days if you pay by cheque. Different types of payment methods are available. Please note that some payment methods prescribe a minimum or maximum order amount. The payment methods (which may be changed from time to time) that are currently available are listed below:
- (i) Online Payment by Credit Card
- Online payment may be made by Visa Card or Master Card. The corresponding online payment gateway is PayDollar, a payment gateway provided by AsiaPay Limited. EdMall will not get access or collect your credit card information. If you are experiencing problem with payment, please contact your card issuer as the online payment might be secured/ blocked for some users.
- (ii) Cheque
- Payment by cheque is only available to School Purchaser.
- 18.2.3 Any online payment made will be made through the services of online payment service provider to provide such a service. It is that service provider (i.e. not HKEdCity) that is responsible for the safety and privacy of user's payment details. The processing of online payment(s) is solely the responsibility of the online payment service provider and is subject to the terms and conditions of that company. We accept no responsibility for any loss or damages which may arise as a result of the making of a payment through these online service providers. You should ensure that you have read and agree to any such terms and conditions before providing your payment details through the online payment service provider.
- 18.3 Rules about Buying
- 18.3.1 All items offered, introduced or mentioned in EdMall by third parties (including, without limitation, advertisements by Vendors) are not offered or provided by us. We take no liability whatsoever regarding the accuracy or reliability of any of the information contained therein.
- 18.3.2 Since any contract for the purchase of items will be between you and the Vendor, you are strongly encouraged to make your own investigations if you feel that it is necessary or appropriate to do so before proceeding with any transaction. We make no representations or warranties, express or implied, with respect to availability, merchantability, fitness for purpose or any implied warranties relating to the items listed on EdMall.
- 18.3.3 We shall not be liable to you for and in respect of any loss or damage in connection with any online or offline payment made by you including (without limitation) any loss and/or damage by reason of (a) any failure, delay, interruption, suspension or restriction of the transmission of any information or message from any payment gateways, (b) any error in or omission from any information or message transmitted by the said payment gateways, (c) any breakdown, malfunction or failure of those gateways, or (d) anything arising out of or in connection with them.
- 18.3.4 You must consider your purchase through EdMall carefully. Most of the items available on EdMall are non-returnable and non-refundable and a confirmed order is a legally binding contract between the Vendor and the Buyer. Moreover, additional fees may be applied when an order is cancelled.
- 18.3.5 You consent that your personal data may be disclosed to the Vendor or other third parties for the purpose of effectuating the transactions through EdMall and delivering the items.
- 18.4 Feedback
- 18.4.1 When you are involved in a transaction with a Vendor, you have the ability to rate the Vendor's performance and leave feedback about the Vendor. Buyers may leave a feedback to each transaction and express their opinion of the service provided by Vendor and their view in respect of the items purchased. Buyers can leave feedback only if they are involved in a transaction with Vendors. Buyers shall exercise caution in leaving feedback and shall take full responsibility for the content which they post. Buyers shall not post feedback containing content which is prohibited by these Terms of Use.
- 18.4.2 Teacher members and/or other members who have obtained our prior approval may make comment and rate on an item without actually purchasing it.
- 18.4.3 Any teacher member, student member, public member or School Purchaser can rate an item. They can also like ("Like") an item, an EdStore or the comments left by others. The rate and Like function are intended to improve a Buyer's shopping experience by serving as a user-based recommendation.
- 18.4.4 Some feedback cannot be removed. If you leave feedback by mistake, please inform the Vendor immediately and contact our customer service email or customer hotline for more information and assistance.
- 18.5 Problem with items
- If you are having any problem in connection with an item ordered/purchased, you should direct your queries to that Vendor. You may contact the Vendor by using the private message function or other available channels once you have submitted a purchase order or once a transaction has taken place on EdMall.
- 18.6 EdMall is not responsible for any comments and feedback made by Buyers on their shopping experience. However, if the comments and feedback are defamatory, the Vendor shall inform EdMall to remove them.
- 19. Becoming an User of EdBookShelf and the rules**
- 19.1 EdBookShelf, one of the services available on EdMall, is the software application and related web site designated by

HKEdCity that allow the Users with access to the eBooks or other digital contents.

19.2 By accessing browsing or using EdBookShelf, the Users agree to accept [EdBookShelf Terms of Use](#).

20. No Warranties

20.1 EdMall and its services are provided on an "as is" basis. HKEdCity makes no other representations or warranties of any kind, express or implied, including without limitation the following:

20.1.1 warranties of merchantability, fitness for purpose, title and non-infringement in respect of the items sold on EdMall;

20.1.2 that EdMall or its services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error;

20.1.3 that the information, content or materials included on the site will be as represented by Vendors, available for sale, lawfully able to be sold or that the Vendors or Buyers will perform their obligations;

20.1.4 any implied warranty arising from course of dealing or usage of trade;

20.1.5 any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of HKEdCity; and

20.1.6 to the full extent permissible under the applicable law, HKEdCity disclaims any and all such warranties.

21. Disputes

21.1 You agree not to involve or attempt to involve HKEdCity in any dispute or in the resolution of disputes that may arise between you and another User as a result of using EdMall.

21.2 If you have a dispute with one or more Users or any third party in relation to your use of EdMall, 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. We encourage you to exercise caution and use common sense and practice safe buying and selling when using EdMall.

21.3 As HKEdCity is not the agent of either Seller or Buyer for any purpose, HKEdCity will not act as either party's agent in resolving any disputes between them arising out of or in connection with any transaction. HKEdCity urges Vendors and Buyers to cooperate with each other to resolve such disputes.

22. General Release

22.1 As HKEdCity is not involved in transactions between Vendors and Buyers, if a dispute arises between a Vendor and a Buyer, each of you release HKEdCity (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

23. Indemnity and Defence

23.1 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 EdMall.

24. Limitation of Liability

24.1 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 EdMall, the transactions entered into through EdMall or those resulting from any online or physical item purchased or obtained through EdMall, 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 EdMall; (ii) products, data, information, services or messages received or purchased directly from or via EdMall, or the replacement cost of products and services derived from such dealings; (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 EdMall or (v) any other matters relating to the service of EdMall.

25. Refuse access or use of EdMall

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

26. No Agency

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

27. Severability

27.1 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.

28. No Waiver

28.1 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.

29. Site Monitoring and Policy Enforcement

29.1 We reserve the right to review and take appropriate actions to deal with any violation these Terms of Use, including,

without limitation removing, disabling or suspending use by any User 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.

30. Disclaimer

- 30.1 You acknowledge and agree that if you decide to browse or use the services provided on EdMall, 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 EdMall.
- 30.2 We take no responsibility for any of the items offered or provided on EdMall. We have no control over the quality, fitness, safety, reliability, legality or any other aspect of any of the items that you may purchase or sell on EdMall.
- 30.3 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.

- 30.4 Any material downloaded or otherwise obtained through the use of the services on EdMall is done at your own risk and discretion and you shall be solely responsible for any damage to your computer system or damage or loss of data resulting from the download of any information.

31. Rights of Third Parties

- 31.1 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.

32. Governing Law

- 32.1 These Terms of Use are governed and construed in all respects by the laws of Hong Kong. You agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.