KALBAS& Co.Limited Terms of Use

KALBAS& Co.Limited (KALBAS& Co)'s website http://www.kalbas.com.hk/ ("KALBAS& Co's Website")

Important Notice

By using the KALBAS& Co's Website, you accept and agree to be bound by these Terms of Use unconditionally.

1. You shall not, whether by yourself, your agent, employees or any person authorized by you, do any of the following:

a.Use any data obtained from the KALBAS& Co's Website to send unsolicited commercial advertising of any sort via any medium including but not limited to, the telephone, email or fax; or

b.Enable high volume, automated or electronic processes to access KALBAS& Co's computer systems, including but not limited to, the WHOIS search enquiry service; or

c.Compile, repackage, disseminate, disclose to any third party or use the data obtained from the KALBAS& Co's Website for any purpose other than obtaining information about a domain name registration record; or

d.Use such data obtained from the KALBAS& Co's Website to derive an economic benefit for yourself or any third parties except by applying for or maintaining HongKong domain name for and on behalf of your customers.

2.You shall treat as confidential at all times all personal data, including but not limited to data retrieved from WHOIS search obtained from the KALBAS& Co's Website. Such data shall not be used in any way detrimental to the customer and/or to KALBAS& Co's . You shall not divulge the personal data or data retrieved from WHOIS search to any person except to your own employees on a need-to-know basis. You shall prevent any unauthorized use, dissemination or publication of confidential information and you shall not do any act, or engage in any practice, that contravenes the Hong Kong Personal Data (Privacy) Ordinance (Cap.486). In the event of any unauthorized disclosure of protected personal data by you, whether willfully or not, you and/or your representatives who disclose the data shall be wholly and personally liable for any losses and/or damages, whether monetary or not, which KALBAS& Co shall be entitled to claim for damages which including but not limited to, all legal costs and expenses incurred by KALBAS& Co in connection with the enforcement of these Terms of Use. may suffer directly and/or indirectly as a result of such unauthorized disclosure.KALBAS& Co shall be entitled to claim for damages which including but not limited to, all legal costs and expenses incurred by KALBAS& Co in connection with the enforcement of these Terms of Use.

3.KALBAS& Co's in its sole discretion, may terminate or suspend your ability to access to and/or use of the KALBAS& Co's Website at any time without prior notice, including but not limited to the event of (i) a breach of these Terms of Use by you,

(ii) non-performance of your obligations under these Terms of Use.

4.DISCLAIMER. KALBAS&Co ACCEPTS NO LIABILITY AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY (INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE) FROM YOUR ACCESS TO THE KALBAS&Co'S WEBSITE OR USE OF THE KALBAS&Co'S WEBSITE, NOT LIMITED TO BUT INCLUDING ANY LOSS, DAMAGE OR EXPENSE ARISING FROM ANY DEFECT, ERROR, IMPERFECTION OR INACCURACY WITH THE KALBAS&Co.'S WEBSITE, ITS CONTENTS OR ASSOCIATED SERVICES, OR DUE TO ANY UNAVAILABILITY OF ANY PART OF THE KALBAS&Co'S WEBSITE OR ASSOCIATED SERVICES OR TO ANY DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, TROJAN HORSE, WORM, SOFTWARE BOMB, COMMUNICATION LINE FAILURE, SOFTWARE OR HARDWARE, DATA (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA OR COMPATABILITY PROBLEMS), OR INTERCEPTION OF ON-LINE COMMUNICATION.

- 5. You, your employees, agents and any person authorized by you shall not seek to recover and shall not be entitled to recover from KALBAS &Co or to be indemnified by KALBAS &Co against any direct, indirect or consequential loss or damage suffered by you arising out of or in connection with your use of the KALBAS & Co's Website.
- 6. You shall be held responsible for any losses and damages suffered by KALBAS&Co arising either directly or indirectly from the use of the KALBAS&Co's Website by you, your employees, agents or any person authorized by you. KALBAS&Co reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result.
- 7. You hereby agree to fully indemnify, defend and hold KALBAS&Co, its affiliates or partners, agents, directors, employees, harmless from and against any action, liability, costs claim, loss, damage, proceeding or expense of whatsoever nature (including reasonable legal fees, costs and expenses on a full indemnity basis) arising from directly or indirectly related to:
- (a) Your access to and/or use of the KALBAS&Co's Website and/or any other person or entity's use of this service or the KALBAS&Co's Website where such person or entity was authorized by you to access and/or use the KALBAS&Co's Website; or
- (b) Any negligent act or omission or breach or non-observance of any of these Terms of Use by you or by any other person or entity where such person or entity authorized by you to use the KALBAS&Co's Website; or
- (c) Any materials you submit, post to, or transmit through the KALBAS&Co's Website.

8.All reasonable efforts are made by KALBAS&Co to ensure the information provided on the KALBAS&Co's Website is accurate and/or up-to-date, KALBAS&Co gives no warranty of any kind, express or implied, with regard to the accuracy or completeness of any information on the KALBAS&Co's Website or that the KALBAS&Co's Website will be error free. Information obtained through the KALBAS&Co's Website may contain errors, including but not limited to inaccuracies or typographical errors. KALBAS&Co shall not be liable to you for any loss arising out of and to the extent caused by any failure by KALBAS&Co to keep the information on the KALBAS&Co's Website accurate and/or up-to-date. KALBAS&Co reserves the right, in its discretion, but undertakes no duty, to review, edit or otherwise change without prior warning or notice any information or material on the KALBAS&Co's Website.

- 9. KALBAS&Co does not guarantee that any e-mails from the KALBAS&Co's Website will be sent to you or received by KALBAS&Co nor does KALBAS&Co warrant the privacy and/or security of e-mails during Internet transmission.
- 10. KALBAS&Co may use "session cookies" on the KALBAS&Co's Website. If you want to disallow such cookies you can do so on your Web browser. These cookies are stored on your computer temporarily, not permanently, for the duration of each of your visits to the KALBAS&Co's Website.
- 11.KALBAS & Co reserves the right to amend these Terms of Use at any time without prior notice. You shall visit the KALBAS & Co's Website regularly for keeping track of such amendments.
- 12. KALBAS&Co reserves the right to log your IP address and to preserve it for a reasonable period. The purpose is to help the prevention or detection of crime.
- 13. These Terms of Use shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.