

## Website Maintenance Service Limited

### Service Terms and Conditions

This Website Maintenance Service and Other Internet Related Service Agreement (this “Agreement”) is between Website Maintenance Service Limited, a limited liability company formed under the laws of the Hong Kong Special Administrative Region (HKSAR) with its principal office at Unit 1617A, 16/F, Block B, Profit Industrial Building, 1-15 Kwai Fung Crescent, N.T. Hong Kong. (“Website Maintenance Service”) and the person (individual or legal person or legal entity) whose sign up Website Maintenance Service’s service order and set up form (the “Order”) incorporating this Agreement by reference (“Customer”). This Agreement governs Customer’s use of Website Maintenance Service’s programming, recovery, update/upgrade, support, and/or Other Internet Related Services.

## 1. Services.

Subject to the terms of this Agreement, and contingent on Customer's satisfaction of Website Maintenance Service Limited's credit approval requirements, Website Maintenance Service agrees to provide the services described in the Order for the fees stated in the Order.

## 2. Payments.

By placing an order with Website Maintenance Service, you agree to pay the specified fee when the service ordered has been completed to your satisfaction. An invoice will be issued upon completion, and must be paid within 14 days.

In case we cannot finish your order, you will not receive an invoice and will not need to make payment for any services rendered up to that point.

## 3. Customer Information.

Customer represents and warrants to Website Maintenance Service Limited that the information he, she or it has provided and will provide to Website Maintenance Service Limited for purposes of establishing and maintaining the service is accurate. If Customer is an individual, Customer represents and warrants to Website Maintenance Service that he or she is at least 11 years of age. Website Maintenance Service Limited may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contact.

## 4. Indemnification.

Customer agrees to indemnify and hold harmless Website Maintenance Service Limited, Website Maintenance Service Limited's affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

## 5. Disclaimer of Warranties.

WEBSITE MAINTENANCE SERVICE LIMITED DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE 100% CORRECT, UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW WEBSITE MAINTENANCE SERVICE LIMITED DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 6. Limitation of Damages.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF WEBSITE MAINTENANCE SERVICE LIMITED AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CUSTOMER OF THE SERVICE.

## 7. Requests for Customer Information.

Customer agrees that Website Maintenance Service Limited may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or any of Customer's customers or end users that Website Maintenance Service believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## 8. Back Up Copy.

Customer agrees to maintain a current copy of all content hosted by Website Maintenance Service Limited notwithstanding any agreement by Website Maintenance Service to provide back up services.

## 9. Notices.

Notices to Website Maintenance Service Limited under the Agreement shall be given via electronic mail to the e-mail address. Notices to Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Customer may change his, her or its notice address by a notice given in accordance with this Section.

## 10. Force Majeure.

Website Maintenance Service Limited shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond Website Maintenance Service Limited's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

## 11. Governing Law/Disputes.

The Agreement shall be governed by the laws of the Hong Kong Special Administrative Region (HKSAR). EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE COURTS IN HONG KONG, AND EACH PARTY AGREES NOT TO DISPUTE SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO.

## 12. Miscellaneous.

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority. The terms on Customer's purchase order or other business forms are not binding on Website Maintenance Service Limited unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may not transfer the Agreement without

Website Maintenance Service Limited's prior written consent. Website Maintenance Service Limited's approval for assignment is contingent on the assignee meeting Website Maintenance Service Limited's credit approval criteria. Website Maintenance Service Limited may assign the Agreement in whole or in part.

Customer agrees and acknowledges that Website Maintenance Service Limited may revise, amend, modify and supplement this Agreement if necessary to comply with its various agreements with different authority or domain name registry, and any other similar agreements that Website Maintenance Service Limited is currently bound by or will be bound by in the future, as well as to adapt to the changing business environment.

This Agreement together with the Order constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral.