

SPECIAL CONDITIONS OF snaap! SERVICE

1. Our rights and responsibilities

- 1.1 "We" and "us" mean Hong Kong Telecommunications (HKT) Limited. "You" means any person who registers for snaap! - Cross-platform multimedia sharing service provided through www.snaap.com and other sites and/or platforms on which these terms and conditions are posted (collectively, "the Service") or any person who has the right to access or use the Service. We will provide you with the login ID(s) and a password(s) to access the Service and permit you to: (a) access certain parts of the Service; and (b) post, upload, store, share, transmit and communicate digital images and video images to and from the Service via computers, WAP telephones and other devices capable of connecting to the Internet; and (c) view and order to print digital images through a range of electronic devices including computers, PDAs, WAP telephones, other devices capable of connecting to the Internet and television sets (via now TV platform).
- 1.2 We may:
- (a) deactivate the Service, at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
 - (b) limit or suspend your access to the Service without notice where we are of the opinion that such action is appropriate as a result of your use of the Service and/or when you fail to make payment in accordance with clause 6;
 - (c) expand, reduce and/or modify the Service or remove any content including but not limited to, any still pictures, images, series of moving images, whether animated or otherwise, video clips, audiovisual clips, sound clips, recorded messages, text, notes, data, information and/or other material and the Subscriber's Material (as defined in Clause 3.1) ("Content") from the Service at our sole discretion; and
 - (d) from time to time, amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of the Service by posting the details of such amendments on www.snaap.com and/or by sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 3 Business Days (meaning a day other than a Saturday, a Sunday or a public holiday in Hong Kong) after such posting is made and/or on a date as specified in such notification. Without limitation to any other provision in this Agreement, we expressly disclaim and exclude any liability whatsoever arising directly or indirectly from us exercising any of our rights as set out herein.

2. Your responsibilities

- 2.1 You:
- (a) warrant that you are over the age of 18 and agree to supervise the use of the Service by person(s) under the age of 18;
 - (b) will be strictly and solely responsible for your use of the Service and any use of the Service by a Designated User (being any person who uses the Service by using the login ID(s) and password(s) provided by us to you to access the Service);
 - (c) must not, and must not permit any other person, to use the Service for any unlawful purpose, sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on or display the Content or cause the Content to otherwise be displayed in public unless you own that Content or possess an appropriate licence;
 - (d) must not reverse engineer any Content consisting of downloadable software;
 - (e) will ensure that each of the Designated Users comply with these terms and conditions;
 - (f) will abide by all relevant laws of the Hong Kong Special Administrative Region ("Hong Kong") and any operating rules, as amended from time to time (including without limitation the Personal Data (Privacy) Ordinance);
 - (g) subject to any other term contained in this Agreement, will not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement;
 - (h) will provide true, accurate, current and complete information about yourself as required to complete your registration form (if any) for the Service ("Registration Data");
 - (i) will agree to maintain and promptly update the Registration Data (if any) you have submitted to us and keep it true, accurate, current and complete;
 - (j) will not provide any information that is untrue, inaccurate, not current or incomplete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to, with or without notice to you, suspend or terminate your account and refuse any and all current or future use of the Service;
 - (k) will upon our request, sign a hard copy version of this Agreement;
 - (l) will report any violation of this Agreement to our customer service team;

- (m) will at all times safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person and ensure that all Designated Users safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person; and
 - (n) in relation to any Content which you upload or post on the Service, be deemed to have granted to us an irrevocable licence to copy, distribute, publish, deliver and transmit such Content as is necessary for the operation of the Service, without charge unless otherwise agreed between you and us.
- 2.2 You must not upload, post, order for print, share, email or otherwise transmit, communicate or distribute any Content on the Service that:
- (a) you do not have the right to transmit or communicate;
 - (b) is unlawful, abusive, harassing, defamatory or in contempt of any legal or other proceedings;
 - (c) is misleading or deceptive;
 - (d) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - (e) denounces religious or political beliefs;
 - (f) includes religious or political material which is or is likely to be offensive;
 - (g) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
 - (h) is threatening or of a menacing character;
 - (i) is likely to cause annoyance, inconvenience or anxiety;
 - (j) is likely to encourage crime, public disorder, violence or hatred;
 - (k) is likely to damage public health, safety or morals;
 - (l) infringes or is likely to infringe any copyright, trade mark, patent, moral right or other intellectual property right ("Intellectual Property Rights");
 - (m) contains any unsolicited or unauthorised advertising or promotional material;
 - (n) is likely to cause harm to us or anyone else's computer systems, PDAs, WAP telephones or other devices, including but not limited to that which contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or PDA, WAP telephone or other devices' software or hardware or telecommunications equipment;
 - (o) impersonates any person or misrepresents your relationship with any person including but not limited to, any PCCW official, employee or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (p) contains any material, non-public information of any third party without the necessary authorization to do so;
 - (q) contains any trade secret of any third party;
 - (r) contains any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming;
 - (s) incorporates any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
 - (t) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
 - (u) is invasive of another's privacy;
 - (v) harms minors in any way and not to post any images or Content which is not suitable or appropriate for viewing by minors through any albums via the Service;
 - (w) is for viewing by the general public through a publicly posted link to the image or otherwise other than through the albums which you choose to publish to a public gallery via the Service;
 - (x) is for commercial, business, profit making or resale purposes other than to permit a recipient with whom you have shared your images and Content or anyone who accesses the images and Content in the albums published to a public gallery, to order photographic prints or products containing those images and/or Content via the Service;
 - (y) disrupts the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other Service users' ability to engage in real time exchanges; and/or
 - (z) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- 2.3 You agree not to:
- (a) restrict or inhibit any other authorized party from using the Service, including, without limitation, by means of "hacking" any part of the Service or "hacking" or defacing any portion of the web sites of the Service;
 - (b) use the Service or the web sites of the Service or the Software (as defined in Clause 4) for any unlawful purpose;
 - (c) express or imply that any statements you make are endorsed by us, without our prior written consent;
 - (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of

- the Service, the web sites of the Service or any of the Software;
- (e) remove any copyright, trademark, or other proprietary rights notices contained in the Service or the Content;
 - (f) copy and/or frame any part of the Service or the Content without our prior written authorization;
 - (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or the Content;
 - (h) collect information about users of the Service without their express consent;
 - (i) reverse engineer any Content consisting of downloadable software;
 - (j) hack, break into, access, use or attempt to hack, break into, access or use part of the Service, Content, any website(s) of any third parties (including www.netvigator.com), its content, and/or any data areas on our server(s) or that of any third parties without authorization; and
 - (k) store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal or improper purpose.
- 2.4 You agree to indemnify, defend and hold harmless us, our Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us), business partners, licensors, employees, agents and any third party information providers to the Service from and against any suit, action, claim, proceedings, liability, demand, loss, damage, fee, cost and/or expense (including reasonable legal fees) resulting from or arising out of (a) images or any Content you post to or submit through the Service; (b) use or misuse of the Service by you or any other person who accesses the Service using your login ID(s) and password(s); (c) any violation of these terms and conditions; (d) any violation of any right of a third party; or (e) any breach of or non-compliance with any applicable law.
- 2.5 You acknowledge that:
- (a) it is not our policy to exercise any editorial control over or to edit or amend any image or Content or content posted by third parties on parts of the Service before it is transmitted or made available through the Service;
 - (b) we do not make any claims as to the truth of the statements made by third parties on parts of the Service and the names of the authors and any other names of the parties posting information or contents on the Service may not be the persons that the names suggest;
 - (c) considering the nature of the Service, it is impossible for us to review all content or confirm the validity of information posted;
 - (d) we do not monitor the contents of posted messages AT ALL and are not responsible for any images posted;
 - (e) we do not vouch for or warrant the accuracy, completeness or usefulness of any content, and is not responsible for the content of any message;
 - (f) the Content posted solely express the view of the author of such content, not our views or any entity associated with us;
 - (g) we disclaim all liability for any material or Content posted on or downloaded or printed from the Service;
 - (h) we have the right to delete, remove, move or disable or block any access to any image, message or Content which we consider, in our sole opinion to breach or is likely to breach any applicable law or to be unacceptable;
 - (i) your use of different web pages of the website of the Service or web site, mobile, now TV or broadband phone platform(s) linked to the Service may be governed by additional or different terms and conditions. Where this is the case, those additional terms and conditions will apply to your use of such web page or web sites or platforms in addition to these terms and conditions and will prevail over these terms and conditions to the extent of any inconsistency;
 - (j) nothing you do on or in relation to the Service will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated;
 - (k) that there may be some images or Content on the Service which is not suitable for viewing by minors. You are responsible for checking the identity and/or age of any person who wishes or intends to view any such images and/or Content before (i) you permit that person to view those messages or Content or (ii) use an y login ID(s) or password(s) we provide to you to access the Service and (iii) for generally ensuring that minors do not access such images or Content using an y login ID(s) or password(s) we provide to you to access the Service;
 - (l) parts of the Service and the Content, are provided or maintained by third party providers and not by us. Your correspondence or dealings with any third party provider are solely between you and that third party provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings;
 - (m) unless explicitly stated otherwise, any new features that augment or enhance the Service shall be subject to this Agreement; and

- (n) we are merely providing a public telecommunications service that enables electronic Content to be sent and we are not the sender of the Content and we have not authorised the Content that is or have being sent via our service.
- 2.6 If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may decline to provide the Service to you. You agree that we may use the Personal Data for any and all of the following purposes and/or in accordance with our Privacy Policy Statement:
- (a) provision of the Service to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the Service and/or the transfer of such Personal Data to Affiliates as necessary for the provision of any part of the Service by such Affiliates);
 - (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Service;
 - (c) marketing of goods and/or services by us, our agents, Affiliates or subsidiaries, in relation to the Service;
 - (d) improving of goods and/or services in relation to the provision of the Service;
 - (e) processing of any benefits arising out of or in connection with the Service;
 - (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of the Service;
 - (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provisioning of the Service or requested by you;
 - (h) enabling the daily operation of your accounts with us or our Affiliates and/or the collection of amounts outstanding from you (which may include disclosing your personal data to debt collection agencies) in relation to the Service, the Content or any products and services provided by our Affiliates;
 - (i) enabling us to comply with our obligations to interconnect or other industry practices;
 - (j) keeping you informed of other services we provide;
 - (k) prevention or detection of crime;
 - (l) disclosure as required by law; and
 - (m) any other purposes as may be agreed to by the parties.
- 2.7 You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our Affiliates, agents, contractors, telecommunications operations, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this Clause or any other purposes incidental thereto.
- 2.8 If we request personal data from you that constitutes Personal Data of another person(s), you undertake that you will or you have obtained the consent and authorization from such person(s) in providing such personal data to us and/or our Affiliates, for us and/or our Affiliates to use such personal data in accordance with clause 2.6 (including without limitation verifying and checking your eligibility to subscribe for the Service) and for us and/or our Affiliates to disclose to the class of persons listed in clause 2.7, and you further undertake that you have complied with all relevant obligations under the Personal Data (Privacy) Ordinance.
- 2.9 You agree that, to the extent required by applicable law, regulation or licence, we may provide any information (including but not limited to personal information of Designated User) to the relevant regulatory authority or government agent for investigation of a contravention or suspected contravention of the applicable law, regulation or licence.
- 2.10 You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of the Service to you. You shall provide us with information relating to you and your use of the Service reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of your obligations under this Agreement. If you do not provide us with this information within 2 Business Days, we reserve the right to forthwith terminate or suspend your use of the Service.
- 2.11 Except for the Subscriber's Material (as defined in clause 3.1 below) in albums which you choose to publish to a public gallery, your Subscriber's Material are password protected and are not displayed or disclosed to others unless you explicitly share the same. If you invite others to see your Subscriber's Material, we will send email(s) and/or SMS message(s) to your list of invitees. You understand that your invitees can then forward your shared Subscriber's Material to other parties, if they choose. We will use the email address(es) and mobile or telephone number(s) of the invitees provided by you only to facilitate your sharing of the Subscriber's Material and for no other purpose. We will not use the email address(es),

mobile or telephone number(s) of the invitees described in this clause 2.11 for any other purpose and will not disclose the email address(es), mobile or telephone number(s) of the invitees you provide to any third party unless so required by any applicable law, regulation or licence.

- 2.12 If you post a comment to an album established by a subscriber to the Service, you understand and agree that anyone with access to the album will be able to access, use and/or disclose any information that you include in any such comment (including without limitation, any personal info such as your mobile number, email address etc.) unless you select the option to restrict your comments only to the subscriber. If you do not want the public (or in the case of password protected albums, people with access to the password) to be able to access your comments, you should select the option to restrict access to the subscriber. You understand and agree that we shall not be liable for any access to, use of or disclosure of any information you include in any comments posted to any albums.

3. Subscriber's Material

- 3.1 You may upload, send, transmit or re-transmit any still pictures, images, series of moving images, whether animated or otherwise, video clips, audiovisual clips, sound clips, recorded messages, text, notes, data, information and/or other material, to the Service (collectively "Subscriber's Material") and share the Subscriber's Material with others by creating albums and by inviting others to view your Subscriber's Material in any of your albums. You agree that the Subscriber's Material, whether publicly posted on a public gallery or privately transmitted to selected invitee(s), are the sole responsibility of yourself and the person from which such Subscriber's Material originated. This means that you, and not us, are entirely responsible for all the Subscriber's Material that you upload, post, share, email, transmit, re-transmit or otherwise make available via the Service. You agree that you either own all right, title, interest in and to the copyright in the Subscriber's Material or have express permission from the copyright owner to copy and use such Subscriber's Material for all purposes related to the Service, and such Subscriber's Material may not violate or infringe upon the rights (including other Intellectual Property Rights, privacy or moral rights) of others. You also agree that professional images that are provided to you by professional photographers or made available through websites, magazines, books or other resources are protected by copyright and should not be uploaded, shared or distributed using the Service. Please note that when you share the Subscriber's Material, you allow the recipients to use, print and share such images and material with others. We are not responsible for editing or controlling any Subscriber's Material posted via the Service and, as such, do not guarantee the accuracy, integrity or quality of any Subscriber's Material. You agree that by using the Service, you may be exposed to Subscriber's Material which is offensive, indecent or objectionable. Under no circumstance will we be liable in any way for the Subscriber's Material, including, but not limited, for any errors or omissions in any Subscriber's Material, or for any loss or damage of any kind incurred as a result of the use of any Subscriber's Material posted, emailed, transmitted or otherwise made available via the Service. We are under no obligation to return or retract any Subscriber's Material.
- 3.2 By sending or transmitting to us the Subscriber's Material, or by posting the Subscriber's Material to any part of the Service, you grant us and our assignees a worldwide, non-exclusive, sub-licenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute or deliver (through multiple tiers or via multiple platforms), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Subscriber's Material in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Subscriber's Material. None of the Subscriber's Material shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of any Subscriber's Material.
- 3.3 You agree that your Subscriber's Material stored in our servers (whether such storage was given to you for a fee or not) and the hyperlinks to such Subscriber's Material, must only be displayed or exhibited on the Service and other websites authorized by us.
- 3.4 We shall be entitled to without prior notice to you, delete, remove, move, disable, restrict or block any access to any Subscriber's Material (whether displayed on the Service or not) if you are in breach of any provision of this Agreement or if we consider in our sole opinion such Subscriber's Material to be unacceptable.

4. Software Licence

- 4.1 You will from time to time be permitted to download software from the Service or which is required for the Service to be used on PDAs, WAP telephones or any other device ("Software") and we hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer, WAP telephone, PDA or any other device in accordance with the terms and conditions of this Agreement and any software licence which accompanies the Software [and terms and conditions as set out for the use of the Software prior to installation.](#)
- 4.2 We expressly disclaim any and all liability for any damage or loss (including but not limited to loss of data)

suffered by you or the owner of the computer, WAP telephone or any other device or any other persons arising directly or indirectly from the installation of the Software on the computer, WAP telephone or any other device. We will not be liable for any loss or corruption of any software or data resulting from the installation of the Software. It is your responsibility to back up any data on the computer, WAP telephone or any other device before installation of the Software.

5. Links and Advertisements

- 5.1 We have not reviewed all of the web sites linked to the Service and are not responsible for the content or accuracy of any off-site pages or any other web sites linked to the Service (including without limitation sites linked through advertisements). Some links which appear on the Service are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk. Your correspondence or dealings with, or participation in promotions of, advertisers on the Services are solely between you and such advertisers. We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Service.
- 5.2 We use third-party advertising companies to track and/or measure advertising effectiveness on our web site and other web sites. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other web sites in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you.

6. Payment

- 6.1 We will invoice you every month with a list of all fees which relate to your and any Designated User's use of the Service ("Fees"). Unless otherwise specified, all subscription fees are payable monthly in advance. The Fees will be calculated by reference to data recorded or logged by us or our Affiliates and not by reference to any data recorded or logged by you. Records held and logging procedures adopted by us will be conclusive evidence of the usage of the Service, the Content and the Fees payable by you. The Fees will be charged to your invoice for the Service ("snaap! Invoice") or to your invoice for the Netvigator services ("Netvigator Invoice") (as the case may be) and you agree to pay the full amount by the payment method selected by you for payment of the snaap! Invoice or Netvigator Invoice (as the case may be), such payment to be made before the due date for payment as specified on the snaap! Invoice or Netvigator Invoice (as the case may be). You hereby authorise us to charge your credit card or bank autopay account with the full amount of Fees at any time before the due date on the snaap! Invoice or Netvigator Invoice (as the case may be); such authorisation to continue after the expiry date on any such card (and where you are not the cardholder, you hereby agree to procure such authorisation from the cardholder). You agree that we may transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts, whether they have been terminated or suspended. Any disputes regarding an invoice must be raised within 30 days of the invoice date notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Please note that no credit or refund is available in respect of any time when the Service or any part thereof is disrupted or suspended for maintenance or as a result of technical difficulties or a circumstance beyond our reasonable control. If you have not paid any invoice by the due date, we reserve the right to charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to the Service is suspended or terminated before payment is made. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content.
- 6.2 Usage of certain parts of the Service may require you to pay a fee. You agree to pay all fees and charges that you or your Designated Users incur. Unless otherwise noted, all currency references are in Hong Kong dollars. We may at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or charge becomes payable.

7. General Warranties & Liability

- 7.1 To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, security, reliability, timeliness and performance of the Service, the Software and/or any Content (as the case may be), that the Service will be uninterrupted or error free, that the Service or the servers that support it will be free from viruses or other harmful components, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of any part of the Service and/or any of the Content unless otherwise specifically mentioned in this Agreement.
- 7.2 You understand and agree that the submission of any Content to us and the download or upload of any

material through the Service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Content or image or any damage to your computer system or loss of data that may result in the download or upload of any material. You are solely responsible for creating back-ups of your Content.

- 7.3 To the extent permitted by law, you agree that our liability under this Agreement shall in any event not exceed the total Fees paid by you to us for the immediately preceding twelve months prior to any incident giving rise to a claim.
- 7.4 To the extent permitted by law, we expressly disclaim any liability for (a) any damage to or loss of data suffered by you arising from your use of the Service, the Software and/or any Content; (b) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; (c) any claim relating to any part of the Service and/or any of the Content supplied, provided, sold or made available by or through the Service (or any failure or delay to so supply, provide, sell or make available); (d) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses the Service using your login ID and/or password, arising whether directly or indirectly from accessing and using any part of the Service or Content; (e) any loss or damage suffered by you or any person arising out of or relating to any email addresses or mobile phone numbers of your list of invitees provided to us by you which is incorrect or otherwise resulting in an unauthorized access or use of any part of the Service or Content; (f) any loss or damage suffered by you arising out of or relating to any Subscriber's Material which have been inadvertently or otherwise posted publicly by you resulting in disclosure of your private images or Content; and (g) any disruption or suspension of the Service or any part thereof which is attributable to an event or circumstance beyond our reasonable control.

8. Termination and Subscription

- 8.1 You agree that we may at any time without notice to you (a) refuse to accept your application to become a subscriber to the Services or (b) terminate this Agreement on the giving of at least one calendar month notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement by providing us with at least one calendar month notice in writing. Termination of the Service will only be effective upon confirmation of such termination by us.

9. Effect of Termination

- 9.1 Upon the date of expiration or termination of this Agreement, all licences, rights and privileges granted to you under the terms of this Agreement shall cease. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Under no circumstances will you be entitled to a refund of any Fees, interest on any security deposit or any pro rata repayment of any monthly service fee.
- 9.2 Should you at any time cease to be a subscriber to the Service and/or upon expiration or termination of this Agreement, you will not be permitted to post, upload, share, transmit, re-transmit or communicate any more Content to certain parts of the Service as specified by us from time to time and we may also remove your Content from the Service.

10. Unauthorized access

Unauthorized access to the Service is a breach of this Agreement and a violation of the law. You agree not to access certain parts of the Service by any means other than through the use of your login ID(s) and/or password(s). You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Service except those automated means that we have given prior written approval for.

11. General

- 11.1 We may appoint agents, assign the rights or sub-contract (in whole or in part) any part of our rights and/or obligations contained in this Agreement to any person or entity at any time. You shall not assign, transfer, convey or otherwise dispose of (in whole or in part) any of your rights, obligations and/or liabilities under this Agreement to any person or entity without our prior written consent. This Agreement represents the entire understanding between you and us in relation to the Service and supersedes all prior agreements and representations made by either party, whether oral or written. The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 11.2 All notices and other communications hereunder to us shall be in writing and shall be deemed to have been

duly given when delivered, if delivered by messenger during our normal business hours; when sent, if transmitted by facsimile transmission (receipt confirmed) during our normal business hours to such facsimile number, or on the third Business Day following mailing, if mailed by certified or registered mail, postage prepaid to our registered office as shall be specified by us from time to time.

- 11.3 All notices and other communications hereunder which we give to you will be in such form and manner as we deem appropriate and shall be deemed to have been duly given when sent, if transmitted by electronic mail or facsimile transmission; on the day of posting, if posted on the www.snaap.com website; on the third Business Day following mailing, if mailed to your address last notified to us.
- You agree to be bound by the above terms and conditions of the Service by continuing to use the Service.