

TERMS AND CONDITIONS OF SERVICES FOR COVID-19 ONLINE DISPUTE RESOLUTION SCHEME

Please read the following terms and conditions (“**T&C**”) carefully as they apply to your use of our Services and ODR Platform (as further defined below). If you do not accept these T&C, please do not use our Services and/or ODR Platform. By clicking the “**AGREE**” button when you file your disputes with us or when you otherwise access or use the ODR Platform, such action constitutes your confirmation and agreement with these T&C. If you are accessing and using the ODR Platform and our Services in your personal capacity, these T&C are binding on you personally. If you are accessing and using the ODR Platform and our Services in your capacity as the representative of a body corporate, you represent, warrant and confirm that you are duly authorized. Your confirmation and acceptance of these T&C are made by you for or on behalf of your body corporate, where these T&C are binding on you and your body corporate.

1. SERVICES

- 1.1 eBRAM International Online Dispute Resolution Centre Limited (“**eBRAM**”, “**we**” or “**us**”) operates, manages and administers the websites, online platforms and any other digital, online or mobile interfaces (whether now existing or invented or implemented in the future) (“**ODR Platform**”) for the COVID-19 online dispute resolution scheme (“**Scheme**”) through which disputes may be processed and settled between the claimant and respondent parties by negotiation, mediation, and/or binding arbitration heard before the mediator or arbitrator, as the case may be (“**Services**”), in accordance with the then effective version of eBRAM’s Rules and Personal Data Collection Statement for the Scheme (respectively, “**eBRAM Rules**” and “**eBRAM PICS**”).
- 1.2 The terms “**you**”, “**your**” and “**User**” in these T&C refer to the claimants, respondents, mediators and/or arbitrators who are using the ODR Platform and/or eBRAM’s services (as the case may be) under the Scheme. Depending on context, the terms “**you**”, “**your**” and “**User**” in these T&C may also refer to any individuals and/or entities who are accessing and browsing the ODR Platform as visitors only (i.e. not using the ODR Platform as a claimant, respondent, mediator or arbitrator, as the case may be), and where the context so admits, the relevant provisions of these T&C would also generally apply to your visits, accessing and browsing activities on the ODR Platform.
- 1.3 eBRAM may from time to time update these T&C, and will notify Users by posting the revised version on the relevant websites of the ODR Platform. Users are responsible for reviewing these T&Cs regularly, and your continued access and use of the ODR Platform and/or our Services after any such posting shall constitute your agreement and acceptance of such revised T&C. If any such revision is unacceptable to you, you should stop accessing and using the ODR Platform and our Services.
- 1.4 Our Services may be subject to additional terms and conditions governing their provision (including but not limited to eBRAM Rules and eBRAM PICS), which additional terms will be made known to you upon you expressing your intent to use those services. Those additional terms and conditions are hereby incorporated by this reference to also form as a part of the agreement between eBRAM and Users for or in relation to eBRAM’s provision of the Services and the Users’ access and use of the ODR Platform for dispute resolution.
- 1.5 If you have any questions about these T&C, or about accessing and using the ODR Platform, please contact us at info@eBRAM.org.

2. ODR PLATFORM

- 2.1 The ODR Platform together with any and all Content (as further defined below) created for, contained in and/or otherwise provided or made available as part of our Services and/or the ODR Platform (including but not limited to all versions, medium, forms and formats thereof, and all improvements, modifications, amendments, adaptations, new and/or derivative works created therefrom and thereto) is our property owned by us, or is licensed by us from our relevant licensors. All the aforesaid works are owned by us and/or our licensors (as the case may be) and are protected by intellectual property rights (including but

not limited to copyright, trade mark, patent, design, rights in computer software and databases) and/or any other intellectual property rights, proprietary rights, and equivalent or similar rights anywhere in the world.

- 2.2 For the purpose of these T&C, “**Content**” means any and all information, data, text, software, computer programs (including source codes, object codes and HTML codes), music, sound, photographs, graphics, still pictures, trade marks, service marks, trade dress, get-up, marks, signs, logos, icons, button icons, clips, database, tables and data compilations, templates, forms, directories, links, video, audio-visual contents, moving pictures (whether animated or not), animations, graphical user interface, merchandise, business materials, advertisements, messages and/or any other materials (or any compilations or combinations of them) that may be developed for, or incorporated or contained in the ODR Platform by eBRAM (and/or its licensors) or that may otherwise be created, published, displayed on or made available by eBRAM to Users on or through the ODR Platform and/or our provision of the Services.
- 2.3 Subject to the provisions of these T&C, eBRAM grants Users with a limited, non-exclusive and revocable license to access and use the ODR Platform only for the purpose of browsing the relevant sites of the ODR Platform and/or for using eBRAM’s services and the ODR Platform for online dispute resolution with the relevant claimant or respondent parties involved in your dispute under the Scheme. Save for such limited permissible use under license, you have no rights in or to the ODR Platform and/or the Content (or any part thereof), and you will not use the ODR Platform and/or the Content (or any part thereof) in any way or manner for any other purposes. Nothing in these T&C shall be construed or operate to grant any rights of ownership or other proprietary rights or interest in or to the ODR Platform and/or Content (or any part thereof) to any User.
- 2.4 Unless you have obtained our prior expressed written permission, you must not copy, reproduce, issue or make available copies, alter, adopt, extract, mirror, reverse engineer, decompile, disassemble, modify, publish, transmit, distribute, redistribute, exchange, transfer, translate, participate in the transfer or sale of, create any new or derivative works of, or in any other way whatsoever exploit or otherwise deal in or with, the ODR Platform and/or any of the Content (whether in whole or in part), or attempt to do any of the foregoing prohibited acts.
- 2.5 For any materials or documents downloaded on or through the ODR Platform and/or obtained during our provision of Services to you (“**Downloaded Materials**”), if any, you hereby agree and undertake that you will only use those Downloaded Materials for the permitted licensed purposes set out in Clause 2.3 above, or otherwise for the purposes of facilitating your rights protection and/or enforcement in relation to your disputes with the relevant claimant or respondent parties involved in the Scheme.
- 2.6 Your mobile network operator may charge you the relevant local, international and/or data roaming fees, costs and charges (as applicable) for accessing and/or using the ODR Platform (whether within or outside of Hong Kong) and these charges may vary. You are solely responsible for arranging the relevant data plan for your device and for all of these data fees, costs and charges with your mobile network operator.
- 2.7 We recognize and understand that Users are concerned about their privacy and how their personal data are being handled and processed. We pledge to comply with the applicable requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and other applicable data protection laws. Before providing your personal data to us (whether on or through the ODR Platform or otherwise), please refer to eBRAM PICS for further details about our personal data privacy policy and practices in relation to the collection, use, transfer, processing and handling of personal data on or through the ODR Platform and/or our Services.
3. USER COVENANTS
 - 3.1 You are fully responsible for your access and use of the ODR Platform, your conduct and activities on the ODR Platform, and all your User-Generated Contents (as further defined below) whether publicly posted or privately transmitted by you (or on your behalf) on or through the ODR Platform.

- 3.2 As a condition of your access and use of the ODR Platform, you agree that you will **not** access and use the ODR Platform for any purpose which is unlawful or prohibited under any applicable laws or these T&C. Without limiting the generality of the foregoing, you agree **not** to:
- a. access or use the ODR Platform (or any parts thereof) for any unauthorized purposes; or trespass, hack, break into, access, use, or attempt to trespass, hack, break into, access or use any restricted parts of the ODR Platform, and/or the computer systems, servers, networks and/or any data areas hosting or operating the ODR Platform for which you have not been authorized by us;
 - b. upload, submit, post, disseminate, reproduce, share, transfer, publish, distribute or otherwise transmit in any way, medium, form or manner whatsoever, any unlawful, fraudulent, misleading, libellous, defamatory, indecent, obscene, pornographic, profane, threatening, abusive, hateful, discriminatory, offensive, infringing or otherwise objectionable or unreasonable User-Generated Contents of any kind, character or nature, including without limitation any transmissions constituting, or encouraging conduct that may constitute or give rise to, any criminal and/or civil liability, or otherwise violate any applicable laws, or infringe our rights and/or any rights of our licensors and/or any other third parties (including but not limited to any intellectual property rights, proprietary rights, or confidentiality obligations);
 - c. post, disseminate, publish, distribute or transmit any information or contents that may relate to or otherwise contain any advertisement, solicitation, chain letter, pyramid scheme, investment scheme or opportunity, or other unsolicited electronic commercial communications, or otherwise engage in spamming or flooding;
 - d. post, publish, transmit, reproduce, copy, extract, use, distribute, exploit, translate, or otherwise deal in or with any Content (or any parts thereof) obtained through the ODR Platform in any way for any unauthorized purposes;
 - e. upload, download, post, publish, transmit, reproduce, copy, extract, adapt, modify, exploit, translate, distribute or otherwise deal in or with in any way, any works or component of the ODR Platform itself or any Content (or any parts thereof) obtained or otherwise available through the ODR Platform which is protected by any intellectual property rights or any other proprietary right, or create new or derivative works thereto or therefrom, without the prior written permission from us and/or the relevant third party rights owners of those works;
 - f. transmit, post, disseminate or upload any User-Generated Contents to the ODR Platform that contain viruses, Trojan horses, worms, time bombs, cancel bots, malware, spyware, or any other malicious, harmful or deleterious elements or programs designed or worked to interrupt, disrupt, destroy or limit the operation and/or functionality of the ODR Platform (or any parts thereof), or any computer programs, applications, software, hardware, telecommunication equipment and/or any computing devices, systems, networks, servers or infrastructure through the ODR Platform;
 - g. post, publish, transmit, distribute, post or upload to the ODR Platform any documents, materials or works in any of your User-Generated Contents that may be protected by intellectual property laws, rights of privacy, rights of publicity, other proprietary rights and/or any other rights protected under any applicable laws, unless you are the owner or have control of the rights thereto, or have otherwise received all relevant consent, permission, approval or license for your dealings with those documents, materials or works;
 - h. interfere with or disrupt networks connected to the ODR Platform or violate the regulations, policies or procedures of such networks;
 - i. attempt to gain unauthorized access to the ODR Platform, computer systems or networks connected to the ODR Platform, through password mining or any other means;

- j. disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other Users of the ODR Platform are able to type or interact, or otherwise act in a manner that negatively affects other Users’ ability to access and/or use the ODR Platform or the normal operation of the ODR Platform;
- k. “stalk” or otherwise harass any other person (including but not limited to any other Users), whether online or offline; or
- l. collect, provide, use, upload, transmit or store on the ODR Platform any personal data of any other person (including but not limited to any other Users) without obtaining their prior authorization or consent, unless your dealings of such data are exempted under any applicable laws (if any).

3.3 We reserve the rights from time to time, without notice, to monitor, observe and record your access to and use of the ODR Platform to investigate and determine if you are complying with these T&C and/or for the purposes of the protection and/or enforcement of our relevant rights and interests in the event of any contravention by any Users of these T&C and/or any application laws, as the case may be.

4. USER GENERATED CONTENTS

4.1 For the purpose of these T&C, “**User-Generated Contents**” means any and all information, documents, data, files, messages, posts, texts, photographs, videos and/or any other works or materials (in any format, form, media or medium) that Users may provide, make available, upload, transmit, send, post, publish, disseminate, submit to, or share with eBRAM on or through the ODR Platform or otherwise in relation to eBRAM’s provision of the Services.

4.2 We do not monitor, preview, edit, screen or vet any User-Generated Contents that may be submitted, provided, posted, published, disseminated, uploaded, shared, transmitted or otherwise sent by (or on behalf of) any Users to, on or through the ODR Platform. Users shall remain fully liable and responsible for their acts, omissions, conduct, interactions, activities, access and use of the ODR Platform, including but not limited to any and all of their User-Generated Contents and the accuracy, legality, integrity and/or quality of such contents. We are not responsible for, and do not endorse, warrant or otherwise guarantee any information contained in any such User-Generated Contents and/or the accuracy, legality, integrity and/or quality of any such User-Generated Contents.

4.3 Should any rights owners intend to file any complaints concerning any illegal, infringing or inappropriate User-Generated Contents displayed on the ODR Platform, please contact us by post (marked “Attention: eBRAM ODR Platform – Complaint on User-Generated Contents”), with the relevant documentations for rights assertion and particulars of the complaint by email to complaint@ebram.org.

4.4 We reserve the right to remove, without warning or prior notice, any User-Generated Contents from the ODR Platform in our sole and absolute discretion.

4.5 Under no circumstances will we be liable or responsible in any way whatsoever for any User-Generated Contents, including but not limited to any errors or omissions in any User-Generated Contents, or for any loss, damage, cost and/or expense of any kind that may be suffered or incurred by any Users as a result of their interactions with, reliance and/or use of any User-Generated Contents on, through or from the ODR Platform.

5. DISCLAIMER

5.1 All Services and the ODR Platform, together with any new functions or features that augment or enhance the Services and/or the ODR Platform currently offered, shall, unless explicitly stated otherwise, be subject to these T&C and the other related policies and documents forming part of the agreement between eBRAM and Users as stated above. You understand and agree that the Services and the ODR Platform are provided on an "AS-IS" and “AS AVAILABLE” basis. To the fullest extent permissible under applicable laws, we disclaim and make no representations, guarantees or warranties of any kind (whether express, implied, statutory or otherwise) for or in relation to the operation, functionalities, features,

access or use of the ODR Platform, any information, Contents and/or Services provided on the ODR Platform, and/or the accuracy, adequacy, timeliness, availability, usefulness and/or completeness of the ODR Platform, Contents and/or Services provided on or through the ODR Platform (of any components or parts thereof). Any information provided on the ODR Platform is for reference only. Without prejudice to the generality of the foregoing, to the fullest extent permissible under applicable laws, we disclaim any and all guarantees, representations or warranties (whether express, implied, statutory or otherwise) of any kind, nature or character, including but not limited to any representations, guarantees or warranties as to:

- a. the availability and compatibility of the ODR Platform with the device and equipment (hardware or software) that you may use to access or use the ODR Platform, or that access and/or use of it will be uninterrupted or secure, or defect/error-free, or that defects and/or faults will be corrected;
- b. the accuracy, adequacy or completeness of any information or Content the ODR Platform;
- c. the merchantability, standard of quality or fitness for any particular purpose of any Contents and/or Services available or provided on or through the ODR Platform;
- d. non-infringement of any third party rights (including but not limited to intellectual property rights) by the ODR Platform and/or our Services; or
- e. The ODR Platform, and/or the relevant systems, networks and servers that host and make the ODR Platform available, are free of viruses, malware and/or any other harmful, malicious, contaminating, unsecure or destructive properties, or that no loss or damage (including but not limited to any data loss or data corruption) will occur to your computer or mobile device (including but not limited to electronic devices, mobile phones, smartphones, tablet computers, laptops and computers).

5.2 To the fullest extent permissible under applicable laws, no warranty, guarantee and/or representation (whether expressed, implied or otherwise) is provided as to the availability, the service levels or up-time of the ODR Platform, and that eBRAM assumes no responsibility for the timeliness, deletion, mis-delivery or failure of the provision of any functions of the ODR Platform and/or the delivery of the Services. You understand that the technical processing and transmission of the Services may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting systems, networks or devices. eBRAM shall, accordingly, in no circumstances, be liable for any failure of any functions of the ODR Platform or the delivery of the Services (whether in whole or in part) or for your inability to gain access (whether in whole or in part) to any or all such functions or Services due to the delay or failure of any communication networks or any party providing such access.

5.3 You further acknowledge and agree that, given the nature of the Internet, we cannot guarantee that any transmission of personally data or other identifiable information, other information, documents, or other communications on or through the ODR Platform and/or otherwise under, relating to, or in connection with the Services is completely secure.

6. PASSWORD AND ACCOUNT SECURITY

6.1 In the event that you are a claimant, a respondent, or a representative of either party in the dispute, or if you are a mediator or arbitrator involved with a dispute proceeding administered by eBRAM, eBRAM may issue a password to you for your user account (respectively, "**Account**" and "**Password**"). You are responsible for maintaining the security and confidentiality of your Account and Password, and shall be fully responsible for all activities that occur in your Account or otherwise from your access and use of the ODR Platform. You shall (a) immediately notify eBRAM of any unauthorized use of your Password or any other breach of security to your Account and (b) ensure that you log-off from your Account at the end of each visit to the ODR Platform. eBRAM shall not be liable for any loss, damage, costs and/or expenses of any kind, nature or character arising from your failure to comply with this Section 6.

6.2 You acknowledge that the Account and Passwords issued to you by eBRAM are confidential and you shall take all necessary actions, precautions and safeguards to maintain the security and confidentiality of your Account and Passwords. You agree that under no circumstances will you disclose your Account

information and Password to any other person(s), other than eBRAM in the case of requiring assistance with your Account and/or Password (including but not limited to any Password reset), without the prior written consent of eBRAM. Any words, action or conduct whether intentional or unintentional, by you in breach of any obligations or requirements in this Section 6 shall render you fully liable to compensate and indemnify eBRAM for all losses, damages, costs and/or expenses thereby caused, incurred or suffered by eBRAM (and/or any of the relevant eBRAM Indemnified Parties as further defined below). You hereby agree and acknowledge that the use of the ODR Platform and/or eBRAM's Services by any person whatsoever (whether authorised by you or not) with the Account and Password issued to you by eBRAM shall constitute and be deemed as use of the ODR Platform and/or eBRAM's Services by you. You shall notify eBRAM immediately of any actual or suspected unauthorised use of your Account and Password, and shall confirm the same in writing without delay to eBRAM. You shall be fully liable to compensate and indemnify eBRAM (and/or any of the relevant eBRAM Indemnified Parties) for all losses, damages, costs and/or expenses that may be incurred or suffered by eBRAM in respect of any access and/or use of your Account and Password (whether authorised by you or not).

- 6.3 You acknowledge and agree that eBRAM is only responsible for verifying any Passwords issued to you, and that eBRAM shall not be liable in respect of:
- a. any loss, damage, costs and/or expenses incurred or suffered by you or any other person from or as a result of any failure to effect or execute instructions relating to your Account and/or Password through various electronic delivery channels or perform any requests or obligation relating to your Account and/or Password, where such failure is attributable (whether directly or indirectly) to any circumstances or events outside of eBRAM's control: or
 - b. any other loss, damage, costs and/or expenses whatsoever incurred or suffered by you or by any other person as a result of any instructions placed through various electronic delivery channels under with the correct log-in of your Account and/or Password.

7. INDEMNITY

- 7.1 You agree to indemnify in full and on demand, defend and hold harmless eBRAM, its directors, officers, affiliates, associated or related entities, agents, representatives, partners, staff and employees (collectively, "**eBRAM Indemnified Parties**") from and against any and all claims, proceedings, damages, losses, injuries, liabilities, demands, actions, costs and/or expenses (including legal fees) arising from, or that may be incurred or suffered (whether directly or indirectly) by us and/or any of the relevant eBRAM Indemnified Parties, from or in connection with (i) your acts or inaction in breach of these T&C, and/or (ii) your access and/or use of the Services and/or the ODR Platform. We may, if necessary, take conduct of and participate in the defence of any claims, disputes, proceedings or actions against us or any of the relevant eBRAM Indemnified Parties and/or any negotiations for settlement. No settlement that in our opinion may adversely affect the rights or obligations of any or all of the eBRAM Indemnified Parties shall be made without eBRAM's prior written approval. We reserve the right to assume exclusive defence and control of any such claims, disputes, proceedings or actions. For avoidance of doubt, this clause is for the benefit of the eBRAM Indemnified Parties, each of which relies on the benefit and protection conferred, and we hereby accept such benefits on behalf of each and all of the eBRAM Indemnified Parties.

8. LIMITATION OF LIABILITY

- 8.1 Without limiting any exclusions or disclaimers specifically provided for in these T&C, to the fullest extent permitted under applicable laws, eBRAM's aggregate liability (whether under contract, tort or otherwise) to any User for any direct loss, damage, costs and/or expenses suffered or incurred in connection with that User's access and/or use of eBRAM's Services and/or the ODR Platform shall be limited to that User's actual direct loss, and in any case, not exceeding the amount of HKD\$200 or the then effective online registration fees paid by that User to eBRAM for use of the ODR Platform (whichever is higher).
- 8.2 To the fullest extent as permitted under applicable laws, eBRAM shall not be liable or responsible in any way (whether under contract, tort or otherwise) for any indirect losses, damages, costs and/or expenses (including but not limited to legal fees and expenses) of any character, nature or kind that may be incurred

or suffered by you arising from or in connection with your access and/or use of eBRAM's Services and/or the ODR Platform.

- 8.3 eBRAM is not responsible or liable for any and all infringing, threatening, defamatory, obscene, indecent, offensive or illegal content or conduct of any other parties (including any other Users of the ODR Platform) or any infringement of any other parties' rights (including intellectual property rights) by any other party (including any other Users of the ODR Platform). We are not liable or responsible for any User-Generated Contents and/or any Linked Sites that may be made available in the ODR Platform.
- 8.4 Without prejudice to the generality of the provisions under the sections on "Disclaimer" and "Limitation of Liability" under these T&C, we are not responsible or liable for any disruption or non-availability of the ODR Platform (and/or any third party tools and technologies, if any, that may be used or implemented for the operation of the ODR Platform) and/or our Services resulting from any causes beyond our control, including but not limited to any Internet service provider/ISP equipment failure, push server failure, push service delays, data transmission failure, data reception failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship, acts of God, pandemic, epidemic or public health emergencies, and/or any act of government or regulatory bodies in relation to the provision of the ODR Platform and/or our Services.
- 8.5 All Content, Services and any other materials and information provided in the ODR Platform are intended for Users' general information only. No part of the ODR Platform is intended to constitute any advice, recommendations, endorsement, approval or suggestion from eBRAM, and should not be relied upon when making any decisions or taking any actions of any kind. You shall carry out independent checks and judgment when using the ODR Platform and/or Services and other materials and information included or provided therein.
- 8.6 Each and all of the disclaimers and limitations of liability contained in these T&C shall apply to the fullest extent as permitted under applicable laws. For the avoidance of doubt, nothing in these T&C shall exclude eBRAM's liability for death or personal injuries caused by our own negligence, or any other liability (e.g. your statutory consumer rights) which we cannot lawfully restrict, exclude or limit under applicable laws.

9. MODIFICATIONS TO SERVICES AND ODR PLATFORM

- 9.1 eBRAM reserves the right at any time and from time to time, for any reason in our sole and absolute discretion, to update, improve, modify, suspend or discontinue, whether temporarily or permanently, the Service and/or ODR Platform (or any part thereof) with or without notice. For avoidance of doubt, to the fullest extent permissible under applicable laws, no warranty, guarantee or representation (whether expressed, implied or otherwise) is provided as to the availability, service levels or up-time of the ODR Platform. You agree that eBRAM shall not be liable to you or to any third party for any such modification, unavailability, downtime, suspension or discontinuance of the Service and/or ODR Platform (or any parts thereof).
- 9.2 We may, in our sole and absolute discretion, from time to time update any Contents (including but not limited to any information on the Services and/or any links to any Linked Sites, as further defined below) that we may make available on the ODR Platform for your general information and reference. We may, in our sole and absolute discretion, provide Services to the Users through the ODR Platform or any other means/channels as we may consider appropriate. We are under no obligation to provide or arrange for any of the Services requested or applied by you through the ODR Platform, and we may revise, suspend, terminate, extend or reduce the availability, types or scope of the Services and/or the relevant features or functions of the ODR Platform as we consider appropriate from time to time. To the fullest extent as permitted under applicable laws, we are not liable for any delay or failure in providing or arranging for the Services and/or the ODR Platform.

10. THIRD PARTY LINKS

- 10.1 The ODR Platform contain links to other sites or pages or contents from other third parties on the Internet (“**Linked Sites**”), which are provided, operated and managed by their respective third party service operators/providers, and which are not maintained or controlled by eBRAM. eBRAM is not responsible or liable for the information, links and contents of any Linked Site, or any information, products or services that those third party service operators/providers may offer on or through any Linked Sites. We provide the Linked Sites to Users for their general information, reference and sake of convenience only. The provision of any information and/or listing of Linked Sites on the ODR Platform do **not** in any way constitute our association, affiliation, advice, recommendation, suggestion and/or approval of any Linked Sites and/or their operators/service providers, and we do not endorse any Linked Sites or its/their information, contents or any products or services offered on or through any Linked Sites.
- 10.2 When you activate any such links to the Linked Sites, you leave the ODR Platform and access any such Linked Sites at your own risk. You are solely responsible for your activities on any Linked Sites, and/or for relying or using information provided on any Linked Sites, and/or for using or purchasing any contents, products or services that may be offered on or via any Linked Sites. Any transactions and/or disputes in relation to any Linked Sites shall be dealt with between you and the relevant third party service operators/providers of those Linked Sites, and shall be entirely at your own risks and decision.
- 10.3 You further acknowledge and agree that eBRAM shall not be responsible or liable, whether directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access and/or use of any Linked Sites, the use of or reliance on any such content, information, materials, goods or services available on or through any Linked Sites, and/or any transactions and/or disputes with those third party service operators/providers in relation to any Linked Sites.

11. TERMINATION

- 11.1 Without prejudice to any other rights and/or remedies that we may have under these T&C and/or under any applicable laws, we may terminate your access to and use of our Services and/or the ODR Platform (whether in whole or in part) at any time with immediate effect and in our sole and absolute discretion for any reason, with or without notice, including under the following circumstances:
- a. if you breach these T&C, or violate our rights and/or the rights of any other third parties (including intellectual property rights, privacy rights, image/personality rights, or any other proprietary rights), or contravene any applicable laws;
 - b. if we are unable to verify any information (including but not limited to any personal data) that you provide to us on the ODR Platform and/or in the course of our provision of Services; and/or
 - c. if we consider your action may adversely affect the operation of the ODR Platform or other Users of the ODR Platform, or is unsuitable or inappropriate for any other reason.
- 11.2 You may, by giving 5 working days’ prior written notice to us, terminate your access and use of the ODR Platform and/or our Services at any time. Upon termination, you should cease accessing or using the ODR Platform and/or our Services. eBRAM’s fees (including online registration fees) charged in relation to the Services and/or ODR Platform are non-refundable.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 These T&C shall be construed in accordance with, and governed by, the laws of the Hong Kong Special Administrative Region of the Peoples' Republic of China (“**Hong Kong**”), without regard to or giving effect to any principles of conflict of laws.
- 12.2 For any disputes, differences, actions, claims or demands arising therefrom or otherwise relating to these T&C (whether contractual or non-contractual), eBRAM and Users shall irrevocably submit to the exclusive jurisdiction of the Hong Kong courts.

13. GENERAL AND MISCELLANEOUS

- 13.1 **ENTIRE AGREEMENT** – These T&C (and their related agreements, policies and documents as incorporated herein), and any revised version thereof, constitutes the entire agreement between eBRAM and Users in relation to the access and/or use of eBRAM’s Services and/or the ODR Platform.
- 13.2 **SEVERABILITY** - If any one or more of the provisions (or any parts thereof) of these T&C, or their application in any circumstance, is held to be invalid, illegal or unenforceable in any respect under any applicable laws or for any other reason by any court of competent jurisdiction, then such provisions (or the relevant parts thereof) shall be deemed severed from these T&C without affecting the validity, legality and enforceability of any remaining provisions of these T&C.
- 13.3 **THIRD PARTY RIGHTS** - Except for the relevant eBRAM Indemnified Parties or otherwise as stated in these T&C, any person who is not a party to these T&C shall have no right to enforce any of the provisions of these T&C under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or any laws (whether statute, common law or otherwise) on the rights of third party in contracts under any other applicable jurisdictions. For any rights conferred on third parties by these T&C, their consent is not required to rescind or vary these T&C.
- 13.4 **PARTIES’ RELATIONSHIP** - Nothing under these T&C shall be construed or operate to create any business association, business affiliation, partnership, joint venture, principal-agent, employer-employee, trustee-fiduciary relationship or any other equivalent or similar relationships. Neither party shall have the right or authority or power to bind, or hold out to represent, the other party.
- 13.5 **WAIVER** - No waiver of any breach of these T&C will amount to a waiver of any further or other breach. Any waiver of any provision of these T&C would only be effective if expressed in writing and signed by us.
- 13.6 **INTERPRETATION** - Unless the context otherwise requires, these T&C should be construed using these rules of interpretation: (1) words importing one gender include other genders; (2) words importing the singular shall include the plural and vice versa; (3) references to clauses are references to clauses in these T&C; (4) any words and expressions defined in the main body of these T&C bear the defined meaning in the whole of these T&C; (5) a right granted or reserved may be exercised from time to time; (6) headings and sub-headings are for ease of reference and shall not affect the interpretation of these T&C; (7) use of the word “including” or “include” means “including but not limited to”; and (8) any reference to a person shall include that person's successors, representatives and permitted assigns.

13.7 **ONLINE REGISTRATION FEES:**

The Parties shall pay total amount of HK\$400 (i.e. HK\$200 per Party) by one of the following options:

- 1) By Cash deposit and submit their electronic receipt(s) for payment of online registration fees for the Scheme made to “eBRAM International Online Dispute Resolution Centre Limited” (bank account detail: HSBC account number #741-287155-838) in the total amount of HK\$400 (i.e. HK\$200 per Party);
- 2) By Master Card, Visa or UnionPay.

The Parties hereby **confirm** their agreement and acceptance of the above provisions, and have **duly executed** this Agreement (either in his/her own capacity, where the Party is an individual; or in his/her capacity as the duly authorized signatory/representative of a body corporate, where the Party is a body corporate, as the case may be).



I acknowledge that I have read and fully understand the above document namely, **TERMS AND CONDITIONS OF SERVICES FOR COVID-19 ONLINE DISPUTE RESOLUTION SCHEME** and I confirm my agreement to all the terms contained therein.