

Terms & Conditions of Oriental Trade Promotion Limited

General Terms

The Customer acknowledges that the service and its application cannot be cancelled upon signing of contract. Both parties agree that they shall further be bounded by the terms and conditions specified in www.orientaltrade.net

Oriental Trade reserves all rights to amend the T&C from time to time.

Any possible disputes arising will be subjected to the final decision of Oriental Trade.

Payment Policy

Full payment is required before any hosting service is rendered, which includes renewals. Prepayment is due annually. Billing will continue until you cancel your hosting account. Oriental Trade reserves the right to change prices at any time, unless other terms have been agreed upon. Any returned checks for any reason will be subject to a **HK\$200.00** returned check fee plus collection fees if applicable. All "Payment reminder" will be sent by email after the due date. Hosting account will be closed if no payment received in final payment due date and the customer will be subject to a **HK\$500.00** account re-opening charge. All Deposit and Payment is not refundable and transferable.

Cash is not acceptable.

Cheque should be crossed payable to "Oriental Trade Promotion Limited" and mail to "Room 1177, 11/F, Hongkong International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kln., H.K."

Limitation of Liability

Oriental Trade shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Oriental Trade's servers going off-line or being unavailable for any reason whatsoever. Further, Oriental Trade shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Oriental Trade's servers. All damages shall be limited to the immediate termination of service.

- Oriental Trade reserves the right to terminate an account at any time and for any reason that causes harm to any Oriental Trade customer's web sites. Oriental Trade reserves the right to delete all content and files upon termination.
- Oriental Trade reserves the right to withhold any prepaid funds for any site removed for violations of these policies.
- Oriental Trade reserves the right to refuse, cancel, or suspend service at our sole discretion.
- Oriental Trade reserves the right to change these Policies without prior notice or warning. Non-enforcement of any part of these Policies does not constitute consent.
- For the avoidance of doubt, Oriental Trade hereby declares and the Customer acknowledges that the Services may be provided jointly or solely through the agents of Oriental Trade and other network providers. The Customer hereby expressly waives all its rights to claim loss and damage against Oriental Trade arising from or incidental to the failure or malfunction of network or equipment not within the sole control of Oriental Trade or the act, omission or negligence of the agents of Oriental Trade and other network providers.

Trade Magazine

Pirated products/photos, any infringement of intellectual property rights will not be accepted.

Lump sum advanced payment is needed. Payment is non-refundable. Cash is not acceptable.

Oriental Trade makes no representations for warranties regarding the advertisers, their products or the potential infringement of any intellectual property rights of any third parties and accepts no responsibility, liability or obligation, in relation to any of the statements,

photographs or illustrations appearing in advertisements in the Chinese Export Commodities Fair Bulletin. Inclusion of any particular advertisement does not mean that goods or services advertised therein have the approval of or the endorsement by Oriental Trade.

Oriental Trade is not guarantee, and not responsible for the accuracy or legitimacy of any product or service mentioned in Chinese Export Commodities Fair Bulletin. It is strongly recommended that normal precautions be taken before any business transaction with any advertiser. Correspondence concerning any alleged infringement of any design, copyright, patent, trademark or other intellectual property right should be addressed directly to the advertiser, not Oriental Trade. Readers should contact the advertisers/suppliers/manufacturers/traders directly for quoting the price and all other matters.

Chinese Export Commodities Fair Bulletin is a product of Chinese Export Commodities Fair

The Customer agrees that the Chinese Export Commodities Fair shall have absolute discretion as to whether or not to provide services to any party. Oriental Trade shall under no circumstance be liable for any loss, whether direct or indirect, arising from Chinese Export Commodities Fair

Oriental Trade shall under no circumstance be liable for any loss, whether direct or indirect, in connection with the depreciation of Client's revenue, loss of profits or any consequential loss whatsoever caused as a result of the Client's use of the service provided herein. Oriental Trade shall not be held liable for any loss, damage or claim arising from any whatsoever cause, nor will it be held responsible for any error contained in the published advertisement.

Client must agree to be bound and abide by the Terms and Conditions stated by Chinese Export Commodities Fair.

The Customer shall indemnify, defend and hold harmless Oriental Trade from and against any or all charges, costs (on a full indemnity basis) including but not limited to all reasonable legal fee incurred, loss or damages arising from any legal actions or threatened legal actions, claims or disputes for publishing the advertisement in accordance with the instruction, material, document or information given to Oriental Trade by the Customer.

Web Design & Development & UpdateWeb King System Service

UpdateWeb King service will only be continued upon receiving of your monthly payment. e-Bo will not be liable for any loss or damage resulting from termination.

e-Bo is the proprietor of all copyright and all intellectual property rights of the UpdateWeb King modules development and related design.

For all services, deposit and payment is not refundable.

Deposit and ending balance should be paid before web production and web site launching respectively.

For design and printing service, 50% prepayment in advance & the ending balance will be collected 10 days after Completion of Production

Website Content

Oriental Trade's services may be used for lawful purposes only. Examples of illegality, unacceptable content, links and behaviors include but are not limited to:

- infringes any Intellectual Property Rights;
- is in breach of any law, statute, or regulation;
- is defamatory, libellous, unlawfully threatening, politically sensitive or harassing;
- is obscene, pornographic or indecent;
- contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
- contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
- is not solicited.

The Customer may from time to time during the Initial Term upload and update the Website, the Content, the Customer Software and other materials. For the purposes of accessing the upload and updating services, the Customer will be identified by the Customer identification code ("ID") and the password ("the Password"). The Customer is advised to keep the ID and the Password in secrecy. The Customer shall be fully responsible for any accidental or unauthorized disclosure of the ID and the Password to any other person and shall bear the risks of the ID and the password being used by unauthorized persons or for unauthorized purposes.

For the avoidance of doubt, Oriental Trade does not monitor, and will have no liability for the Contents of and any communications transmitted by virtue of the Services.

The Customer grants to Oriental Trade a non-exclusive, royalty-free, during the term of this Agreement, to use, store and maintain the Content on the Server. Oriental Trade may make such copies as may be necessary to perform its obligations under this Agreement, including back up copies of the Content.

The Customer agrees to indemnify Oriental Trade against any and all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by Oriental Trade whether direct, indirect or consequential arising out of any dispute or contractual, or other claims or proceedings brought by a third party in relation to the Website, the Content, the Customer Software and any activity of the Customer regarding the use of the Services. The Customer shall give Oriental Trade all reasonable assistance in connection with any such claims or proceedings at the Customer's cost and expense.

In the event that Oriental Trade receives any complaint by or from any third party or is threatened with the institution of legal proceedings by any third party in relation to the Website, the Content, the Customer Software and other materials provided by the Customer and any activity of the Customer regarding the use of the Services, Oriental Trade shall at its sole discretion remove the Website, the Content, the Customer Software and other materials provided by the Customer until the third party withdraws the complaint.

Keyword Search Service

- * The contracted price of all offers will remain valid for maximum 1 year only.
- * For the above offer, customer is required to commit to use the Service for a period of 12 months and 100% payment in advance.
- * Payment is not refundable. Once the payment is confirmed, the advertisement will be posted.
- * Both parties agree that they shall further be bounded by the terms and conditions specified in www.orientaltrade.net
- * The Customer acknowledges that the service and its application cannot be cancelled upon signing of this contract.
- * Oriental Trade reserves the right at its absolute discretion to decline to publish, to omit or suspend in whole or in part any advertisement, or change the position of any advertisement if it considers necessary and desirable without giving any reason therefore.
- * The customer shall not abuse the Service and is strictly prohibited from using the Service for the purpose, which Oriental Trade in its sole discretion considers as immoral, obscene, defamatory, unsolicited advertising or promotion, unlawful or otherwise in any way contrary to the generally accepted norms and expectations of the internet community.
- * The Customer warrants that:
 - the Customer contracts with Oriental Trade as a principal or has obtained proper authorization from its principal.
 - The publication of the advertisement will not breach any contract or violate any applicable laws and rules, or infringe copyright, trademark, or any other intellectual property right, or personal or proprietary right of any third party.
- * Oriental Trade shall under no circumstance be liable for any loss, whether direct or indirect, in connection with the depreciation of Client's revenue, loss of profits or any consequential loss whatsoever caused as a result of the Client's use of the service provided herein. Oriental Trade shall not be held liable for any loss, damage or claim arising from not publishing the advertisement on a specified date or at all for whatsoever cause, nor will it be held responsible for any error contained in the published advertisement.
- * Client must agree to be bound and abide by the Terms and Conditions stated on the websites of the above search engine providers.
- * The Customer shall indemnify, defend and hold harmless Oriental Trade from and against any or all charges, costs (on a full indemnity basis) including but not limited to all reasonable legal fee incurred, loss or damages arising from any legal actions or threatened legal actions, claims or disputes for publishing the advertisement in accordance with the instruction, material, document or information given to Oriental Trade by the Customer.
- * This offer is subject to the availability of promotional offer last. Any possible disputes arising from this offer will be subjected to the final decision of Oriental Trade.
- * The application of the Service is made subject to the approval of Suppliers, including Yahoo, Google etc.
- * Whenever the Customer subscribes for the "Yahoo HK, Google & other Search Engines Keyword Search Service", the Customer is deemed to have agreed to and accepted the following terms and conditions:

- Oriental Trade's General Terms and Conditions of Service and Terms and Conditions which is available in www.orientaltrade.net
- Respective Search Engines' Terms and Conditions as stated in the above package, including Yahoo and Google, which are available at www.yahoo.com, www.google.com and related Search Engine Providers' website.

* The "Yahoo HK, Google & other Search Engines Keyword Search Service" is the value-added services provided by Oriental Trade for Overture Services, Inc., Google Inc., and other Search Engines Providers ("Suppliers"), based on the search engine paid inclusion and/or pay-for-performance services provided by the Suppliers

* "Keyword" means a word or a phrase in English or Chinese or another language. "Keywords" means the plural form of keyword. "Keyword List" means the list of Keyword Oriental Trade complies for the use Customer of the "Yahoo HK Keyword Search Service" Service.

* The Customer shall be responsible for the maintenance of the hosting and content of his/her own website and web pages (Hereinafter called "Landing Websites and Landing Web Pages") to which the "Yahoo HK, Google & other Search Engines Keyword Search Service" will direct Internet users' clicks. Oriental Trade will not monitor the content of the Landing Websites and Landing Web Pages, nor will it assume any liability in respect of any content uploaded, published or otherwise transmitted.

* The Customer agrees that the Suppliers shall have absolute discretion as to whether or not to provide services to any party.

* The Customer acknowledges that the "Yahoo HK, Google & other Search Engines Keyword Search Service" is provided by Oriental Trade and/or Suppliers subject to terms and conditions as set forth in this T&C and on an "as is" and "as available" basis and without warranties of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement. Neither Oriental Trade nor Suppliers makes any warranty that the "Yahoo HK, Google & other Search Engines Keyword Search Service" will meet any User' requirement, fulfill any purposes or needs, or that they will be interrupted, timely, secure, or error free.

- The Customer acknowledges and agrees that Oriental Trade's ability to perform its obligations under this T&C depends, amongst other things, on the due and prompt performance by the Suppliers. According, User Customer agrees not to claim against Oriental Trade in respect of any default or breach on the part of Oriental Trade of any obligations to the extent it is caused by any default, breach, failure or delay of the Suppliers.
- In the event that Oriental Trade fails to provide the "Yahoo HK , Google & other Search Engines Keyword Search Service" to User, the sole liability of Oriental Trade shall be limited to either a pro-rata refund of service fee or provision of the service at a later time ("Sole Liability"). Other than Sole Liability, Oriental Trade shall under no circumstances be liable to User Customer for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever under this T&C. The aggregate maximum liability of Oriental Trade to User shall not, for any reason, exceed the aggregate payments actually made to Oriental Trade.

* Oriental Trade provides Advertising Campaign Monitoring service and reserves all rights to select and change the keywords and search result position whenever think suitable for customer without prior notice to the customer.

* Each account has 1,992 guarantee clicks throughout the contract period (or subject to the package), our search engine marketer will monitor keywords to ensure good condition for our clients and give professional advice and effort to select the best keywords whenever think suitable for our clients. If the guarantee clicks had been used up, those keywords will stop displaying at the sponsored website position in that month.

* When the Customer subscribes to the "Yahoo HK, Google & other Search Engines Keyword Search Service", that the Customer agrees to indemnify and hold Oriental Trade, and its affiliates, officers, agents or other partners and employees, harmless from any claim or demand, including reasonable attorneys' or experts' fee, made by any third party due to or arising out of that the Customer's intentional or negligent misuse of the "Yahoo HK, Google & other Search Engines Keyword Search Service", or that Customer's violation of the T&C, or that Customer's intentional or negligent violation of ay rights of others.

* The Customer agrees that Oriental Trade retains and owns all intellectual property rights to any documents generated by Oriental Trade for the Customers due to Customers' use of the "Yahoo HK, Google & other Search Engines Keyword Search Service". Such documents include, but not limited to, the editorial writing of the keyword-based advertisement's titles and descriptions, and the Keyword List Oriental Trade complies for the Customer. The Customer agrees that Oriental Trade has the right to decide, at its sole discretion, whether or not to disclose the documents to the Customer at any given time. The Customer agrees that Oriental Trade has the right to decide, at its sole discretion, to change the position of the keywords.

* The Customer agrees that Oriental Trade, at its sole discretion, can select any software, hardware or third party tools to assist in providing the "Yahoo HK, Google & other Search Engines Keyword Search Service" Service. The Customer shall not determine what keywords to use.

* The T&C applicable to the "Yahoo HK Keyword Search Service" Service shall be governed and constructed by the laws of Hong Kong. Both the Customer and Oriental Trade agree to the exclusive jurisdiction of the Hong Kong courts.

* For avoidance of doubt, Customer includes any of its employees, staff, representatives, trustees, assigns, successors-in-title, ultimate users, licensees, contractors and sub contractors.

* Oriental Trade reserves all rights not to proceed this application.

* Oriental Trade will not be liable for any loss or damage resulting from the domain name deletion and damaged link.

* "Yahoo HK, Google & other Search Engines Keyword Search Service" is not the official name, it refers to the meaning of keyword search service. Oriental Trade reserve the right to change the name of keyword search service.

Photo Shooting Service

For photo shooting service, no cancellation, reduction of shooting hour or claim of money under bad weather or any circumstances. The client who uses the model is responsible to buy a full insurance to cover all risks of the model during the underlying term of the booking. During the photographic sessions, the model is/not required to take nude, sexually explicit, obscene photographs or to wear revealing or sexually explicit apparel.

Domain Registration and Renewal Service

The Customer acknowledges that it is its own obligation to renew the registration of the Customer's Domain Name annually. Oriental Trade may, but is not obligated, to notify the Customer when the Fee for renewal of the registration of the Customer's Domain Name is due. If and whenever the Customer fails to pay the Fee for renewal of the registration of the Customer's Domain Name on or before the due date, the registration of the Customer's Domain Name will be subject to cancellation.

The Customer agrees and acknowledges that Oriental Trade shall have no obligation to renew the registration of the Customer's Domain Name if the Customer fails to pay the Fee in full for renewal of the registration of the Customer's Domain Name and Oriental Trade shall not be liable for any loss the Customer may suffer as a result of the cancellation of the registration of the Customer's Domain Name.