

Terms and Conditions

Use of Website Solution Limited's ("Website Solution") websites and all electronic services provided by Website Solution, including but not limited to the Domain Name Services as defined below, is subject to the terms and conditions set forth below ("Terms and Conditions").

Please read the Terms and Conditions before using the Domain Name Services. However, by continuing to use the Domain Name Services, each user of the Domain Name Services irrevocably and unconditionally accepts and agrees to be bound by the Terms and Conditions as the same may be amended from time to time.

1. Definition

- 1.1 "**Domain Name**" means any domain name registered through the services of Website Solution.
- 1.2 "**Domain Name Services**" means registration, maintenance, renewal and other services in relation to a Domain Name registered through the services of Website Solution, as well as web hosting and other Internet related services provided by Website Solution in relation to a Domain Name.
- 1.3 "**Registrant**" means any individual, corporation, organisation or other entity which has registered a Domain Name through the services of Website Solution.
- 1.4 "**Register**" means the list of Domain Names maintained by Website Solution

2. General Rules

- 2.1 You represent that you have read and agreed to be bound by these Terms and Conditions.
- 2.2 By using the Domain Name Services, you, being the Registrant, accept and agree to be bound by the Terms and Conditions throughout the process and use of the Domain Name Services from time to time. Website Solution reserves the right to modify the Terms and Conditions or any features of the Domain Name Services at any time without prior notice or consent to any Registrant of the Domain Name Services and such modification shall be effective immediately upon either posting on the website of Website Solution or notifying you as the case may be.
- 2.3 You acknowledge that the registration of a Domain Name via the services of Website Solution does not represent that you are the proprietor or the owner of the intellectual property rights subsisted in the Domain Name.
- 2.4 You acknowledge that upon the registration of your Domain Name, your particulars including but not limited to your Domain Name, your contact details, the name of the servers for the Domain Name and the details of your registration will be made available to the public.
- 2.5 You acknowledge that registration of a Domain Name is on a first-come-first-served basis, and it is not possible to register a domain name which has already been registered by the others. Website Solution does not warrant that your registration application will be successful.

3. Intellectual Property Rights

- 3.1 You warrant that the use of the Domain Name Services by you will not infringe the legal rights, including but not limited to the intellectual property rights like trademark rights and copyrights, of any third party.
- 3.2 You acknowledge that Website Solution does not investigate or examine whether the registered Domain Name contains the names or words that may infringe third party's legal rights and/or intellectual property rights, and Website Solution is not liable for any damages arising from the said infringement of third party's rights.
- 3.3 You agree to indemnify Website Solution and its related or associated companies against any damages that they suffer as a direct or indirect consequence of your infringement of the legal rights and intellectual property rights of the third party.
- 3.4 If, in the opinion of Website Solution, you have infringed the legal rights and intellectual property rights of the third party via the use of the Domain Name Services, you agree that Website Solution is empowered to suspend the Domain Name Services rendered to you, and to remove your Domain Name from the Register.

4. Registrant's Obligations

- 4.1 If you are an individual, you warrant that you have attained the age of 18. If you are a corporation, organization or legal entity other than an individual, you warrant that you are an entity existing legally under the applicable laws of your domicile.
- 4.2 You warrant that your use of the Domain Name Services is in compliance with the laws and regulations of any countries that have jurisdiction in respect of the Domain Name Services.
- 4.3 Upon the registration for the use of the Domain Name Services, you will be assigned an account ID, password and/or other similar information that enable you to access to the Domain Name Services. You agree to keep such account ID, password and/or other similar information confidential, safe and secure. Website Solution is not responsible for any misuse of such account ID, password and/or other similar information for the access to the Domain Name Services whether by yourself, or any other persons.
- 4.4 You acknowledge that Website Solution is a limited liability company existing legally under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). You therefore agree that Website Solution is entitled to implement or modify its policies and/or take any actions in respect of the Domain Name Services that may be reasonably necessary for Website Solution to comply with the requirements of relevant laws and regulations of Hong Kong without incurring any liabilities to you or any third party which is in association with you.

5. Fees and Payments

- 5.1 Website Solution reserves the right at any time to charge fees for access to portions of the Domain Name Services or the Domain Name Services as a whole.
- 5.2 You expressly agree that Website Solution shall not for any reason whatsoever be liable to refund the full amount or any part of fees, charges and taxes paid by you.

6. Personal Data

- 6.1 Upon your registration for the Domain Name Services or using the Domain Name Services from time to time, Website Solution will request you to provide your personal data (as defined in the Personal Data (Privacy) Ordinance, Cap.486 Laws of Hong Kong to be set out in any registration form for any Domain Name Services and any other information obtained from you or from another source ("Personal Data"). You may decline to provide the Personal Data but in this case Website Solution reserves the right to refuse to provide the Domain Name Services to you.
- 6.2 You represent, warrant and covenant that:
- 6.2.1 your personal data and other information provided to Website Solution for purpose of registration for and access to the Domain Name Services are true and accurate; and
 - 6.2.2 that you will not allow any third party to use or to access the Domain Name Services by using your user ID and/or password or otherwise use your account with Website Solution.

7. Disclaimers

- 7.1 Website Solution and its agents, licensors or other third-party providers:
- 7.1.1 do not warrant that the Domain Name Services will be uninterrupted or error-free;
 - 7.1.2 are not responsible for the availability or services of other third-party providers;
 - 7.1.3 do not guarantee or warrant that any materials that may be downloaded from the Domain Name Services do not contain any destructive features or viruses, worms or otherwise and you rely on the Domain Name Services and any materials available through the Domain Name Services, you do so solely at your own risk.
- 7.2 This disclaimer of liability applies to any loss, damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, transmission blackout, incorrect data transmission, delay in operation or transmission due to Internet traffic or otherwise, computer virus or other harmful item, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, caused by your computer or for breach of contract, tortious behaviour, negligence, or under any other cause of action.
- 7.3 You acknowledge and agree that Website Solution may suspend the Domain Name Services to you temporarily or permanently and remove your Domain Name from the Register without prior notice upon the advice, request or order of relevant government or regulatory bodies for whatsoever reasons. In the circumstances, you acknowledge and agree that Website Solution is not responsible for any loss, damage or injury you may suffer as a result of the suspension of the Domain Name Services to you and removal of your Domain Name from the Register.

8. Limitation of Liability

8.1 Website Solution and its officers, agents, licensors or other third-party service providers are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including loss of revenues or profits, loss of business or loss of data, in any way related to the Domain Name Services or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the Domain Name Services (including without limitation as a result of breach of any warranty or other term of these Terms and Conditions) even if such damage, claims, losses or injuries were foreseen or foreseeable. Any claim against Website Solution shall be limited to the amount you paid, if any, for the use of the Domain Name Services.

9. Suspension and Termination

9.1 Website Solution may:

9.1.1 deactivate or suspend the Domain Name Services or any part thereof anytime, with or without notice to you, for the purposes of carrying out system maintenance, upgrading, testing and/or repairs; and/or

9.1.2 limit or suspend your access to any of the Domain Name Services with or without notice to you if Website Solution is of the opinion that such action is appropriate as a result of your use of the Domain Name Services.

9.2 Any subscription and registration of the Domain Name Services may be terminated by either party for any reason at any time by giving a written notice to the other party. You are responsible for all charges incurred, if any, up to the time of deactivation of your account by Website Solution.

9.3 Termination hereunder shall not affect Website Solution's rights in relation to any antecedent breach or liability incurred prior to the date of termination.

10. Communications Between Website Solution and Registrant

10.1 Unless you indicate on your registration that you do not want to receive such information, Website Solution has the right to allow certain third party vendors to provide you with information about any products and services.

10.2 You agree that Website Solution may send electronic mail or digital messages to your designated email address recorded in the Register for the purpose of informing you of changes or additions to these Terms and Conditions and Domain Name Services.

11. General

11.1 Website Solution shall have the right to sub-license, sub-contract, assign or transfer its rights and obligations in these Terms and Conditions to any third party at its sole and absolute discretion.

11.2 These Terms and Conditions shall be governed by the laws of Hong Kong. You agree that any action arising under these Terms and Conditions shall be subject to the non-exclusive jurisdiction of Hong Kong courts.