



## TERMS OF USE & DISCLAIMER

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Please read this legal statement carefully before using the Website

### 1. Ownership

The website (**Main Site**) is owned and operated by Korea Snow Corporation Limited (**the Company**) c/-Shop 5, G/F., 1-17 Yan Hing Street, Tai Po, Hong Kong. The Company also owns and/or operates other internet facilities, including versions of the Main Site that are formatted for display in mobile web browsers, mobile apps that display content from the Main Site, and pages maintained by the Company on a range of social media and content sharing services operated by third parties. For the purposes of these Terms of Use, each of the Main Site and each other internet facility are referred to as a Website.

### 2. Information

The Website presents information, data, content, picture, video, audio and other materials and items, tangible or intangible (**collectively the Information**). If we agree to grant you access to the Website such access provided shall be a non-exclusive, non-transferable and limited licence to access the Website in accordance with these Terms of Use.

### 3. Changes to Terms of Use

The Company may amend, add to or delete terms from these Terms of Use from time to time in its absolute discretion without prior notice or liability to you. By continuing to use the Website following any such variations to the Terms of Use, you agree to be bound by any such variations.

### 4. Changes to Website

The Company may, at its absolute discretion and at any time, without prior notice to you, add to, amend or remove material from the Website, or alter the presentation, substance, form or functionality of the Website.

### 5. Acceptance and Variation

**5.1** Your use of and access to this Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this this document and elsewhere on the Website (**collectively the Terms of Use**). By continuing to use or access this Website, you agree to be bound by the Terms of Use. If you do not agree to be bound by the Terms of Use you must cease using the Website immediately.

**5.2** The Company authorizes you to access and use the Website, including displaying, printing and downloading the Information onto your personal computing devices solely for your own person and non-commercial use. You must not use any part of the Website, including its forums and Information for the promotion or advancement of your own or any other other party's commercial interests or those of any of the Company's competitors.

**5.3** Other than as expressly permitted by law or these Terms and Conditions, no part of the Information may, without the specific prior written consent of the Company be directly or indirectly be:

- a.** used, copied, reproduced, translated, reused, transmitted, retransmitted, adapted, varied, removed, altered, modified, stored, published, republished, broadcasted, linked, distributed, framed, posted, uploaded, rewritten, broadcasted, stored;
- b.** performed in public;
- c.** incorporated into any other web site or used for any commercial purposes;
- d.** stored in a retrieval system, by any means, including but not limited to graphic, electronic or mechanical, including photocopying, recording, taping or by storage in an information retrieval system;
- e.** used in any manner or for any purpose which is unlawful; or
- f.** used in any manner which violates any right of the Company (or a licensee of the Company) or which is prohibited by the Company.

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- 5.4** Other than expressly permitted by law or these Terms and Conditions, you may not:
- a.** trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers and/or data areas for which you have no authority to access or use;
  - b.** post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
  - c.** post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component; or
  - d.** restrict or inhibit any other use from using and enjoying this Website.
- 5.5** Some of the intellectual property rights, including copyright, in the Information are included on the Website under a licence from third parties. Any permission to use, copy or reproduce the Information (other than in the course of using the Website as permitted by these Terms and Conditions) must be obtained from the owner of those rights.
- 5.6** All names, logos and trademarks (both registered and unregistered) identifying Korea Snow are the property of the Company. Nothing contained on the Website should be construed as granting any licence or right to distribute any name, logo or trademark displayed on the Website without the express permission of the Company.
- 5.7** As a condition of your use of the Website, you agree not to post or transmit through the Website any material or content that violates or infringes in any way the rights of any other person or organisation or solicits, encourages or promotes illegal activities, or which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, pornographic, profane, scandalous, objectionably, which gives rise to civil or criminal liability, is unsuitable for viewing by any person under the age of 18 years or that otherwise violates any local, state, national or foreign law.
- 5.8** The Company may monitor the content of the Website to determine compliance with these Terms of Use. The Company has, at its absolute discretion, the right to edit, refuse to post, or remove any material or submission submitted to or posted to the Website that the Company finds to be in violation of these Terms of Use, any relevant laws or which is otherwise objectionable.
- 5.9** The Company also reserves the right to prohibit or deny access to and use of the Website or any part thereof immediately and without notice where it is of the opinion that you have breached the Terms of Use or that such prohibition or denial is appropriate, desirable or otherwise necessary.
- 5.10 User Generated Content**
- 5.10.1** The Website may allow you to add, create, upload, submit, distribute, post or share on or through the Website, content including web site links, personal opinions, photographs, profiles, graphics, video and audio (**collectively Your Content**).
- 5.10.2** You warrant that you are the owner of, or are licensed to use, all intellectual property rights in Your Content necessary for legally doing any of the things you may do in conjunction with the Website.
- 5.10.3** You agree to grant the Company a perpetual, irrevocable, royalty-free license, sub-license, transferable license to use, reproduce, modify, adapt, publish and communicate to the public Your Content for any purpose.
- 5.10.4** Without limitation, you acknowledge that Your Content may be published, reproduced, redistributed for any purpose by the Company at its absolute discretion, including for the Company's commercial purposes, without prior notice or payment to you, and that you consent to the doing of all things with Your Content that, but for this clause, might or would infringe any moral or intellectual property rights you may have in Your Content.
- 5.10.5** The Company may, at its absolute discretion, screen, edit, refuse to display, move or remove Your Content at any time, from time to time, and for any reasons without prior notice to you.
- 5.10.6** You agree to indemnify, defend and hold harmless the Company, its respective officers, directors, employees, suppliers, contractors, subcontractors and agents from any loss, liability, claim, demand, damage, or expenses (including reasonable legal expenses) asserted by a third party due to or arising from or in connection with:
- a.** your use of the Website; and

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- b. any claim by any person that any of Your Content infringes or allegedly infringes the intellectual property rights of any person, or otherwise causes loss or damage to any person, including any such claim arising from any use of Your Content in accordance with these Terms of Use.

**5.10.7** The Company reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you acknowledge that if the Company does so, your indemnity obligations are not reduced or otherwise affected.

## **6. Privacy Policy and Personal Information Collection Statement**

For information about our privacy policies and practices, please refer to our Privacy Policy and Personal Information Collection Statement.

## **7. Third Party Information**

**7.1** The Website may contact material submitted by third parties, including other members of the public using the Website (**Third Party Information**). Third Party Information may include website links, opinion, photographs, profiles, graphics, video and audio.

**7.2** The Company does not actively monitor or moderate Third Party Information and you acknowledge that Third Party Information may include material which is unlawful, threatening, abusive, defamatory, vulgar, obscene, unsuitable for people under the age of 18 or otherwise objectionable.

**7.3**

**7.4** You acknowledge and agree that you access Third Party Information at your own risk and the Company will have no legal liability to you or any other person for any reason whatsoever associated with your access to Third Party Information.

## **8. Links to and from the Website**

Links on this Website may take you to other web sites. You acknowledge and agree that the Company assumes no responsibility for the accuracy or availability of any information provided by linked web sites. Links to other web sites do not constitute an endorsement or recommendation by the Company of such web sites or the information, products, advertising or other material available on those web sites.

## **9. Limitation of Liability and Disclaimer**

**9.1** All information is for your general reference or use pursuant to any licence separately granted by us only. The Company does not accept any responsibility whatsoever in respect of such information.

**9.2** Nothing in this clause or otherwise in these Terms of Use excludes any condition, warranty, guarantee or term where such exclusion would contravene any laws or cause any part of these Terms of Use to be void (**Non-Excludable Rights**).

**9.3** Except for any Non-Excludable Rights, the Company disclaims all representations, warranties and conditions of any kind, whether express, implied or written, oral, contractual or statutory.

**9.4** The Company provides the Website and all the Information 'as is' and:

- a. does not warrant uninterrupted use or operation of the Website, or that any data sent by or to you will be transmitted in uncorrupted form or within a reasonable amount of time, or that it will be virus or other malicious code free. The Company makes no claim of ownership or control over Your Content or any Third Party Information and does not warrant the accuracy or reliability of any Third Party Information;
- b. makes no representation or warranties of any kind as to the accuracy and reliability of the Information.

**9.5** The Company does not guarantee or assume any responsibility, and you acknowledge that, we make no representations or warranties that:

- a. the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference or as specified in any separate licence granted by us;
- b. any data or messages sent by or to you will be free from interception, corruption or loss; or
- c. access to the Website will be available or be uninterrupted; or
- d. defects in the Website will be corrected.

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**9.6** Except in respect of any Non-Excludable Rights, in no event will the Company, its directors, employees, suppliers or any third party referred to on the Website be liable for any special, incidental, indirect, punitive or consequential damages whatsoever, including without limitation damages for loss of profits or revenues, loss of confidential or other information, business interruption, personal injury, loss of privacy, corruption or loss of data, failures to transmit or receive data or any other pecuniary loss whatsoever arising out of or in any way related to the use of or inability to use the Website or any Information or otherwise in connection with any provision of these Terms of Use, even if the Company was advised of the possibility of such damages.

**9.7** For liability in relation to breach of any Non-Excludable Rights, except where liability in relation to those Non-Excludable Rights by law cannot be limited, the Company's liability is limited, at its option, to the cost of repairing or replacing any defective goods, or supplying again or paying the cost of having supplied again any defective services.

**9.8** You agree not to carry on any activity in relation to the Website, which might give rise to a liability of The Company. If you do engage in any such activity, you unconditionally indemnify The Company against all liability arising from such activity.

**9.9** You agree to exercise and rely solely on your own skill and judgment in your use of this Website and use and interpretation of the Information and Third Party Information. You acknowledge you are responsible to ensure that your use of the Website, the Information and the Third Party Information complies with all applicable legal requirements.

**9.10** The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

## **10. Termination**

**10.1** These Terms of Use remain in full force and effect unless and until terminated by the Company.

**10.2** The Company may terminate these Terms of Use and your access to the Website at any time without notice. If you violate any Terms of Use, your right to use and access the Website automatically terminates. All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms of Use, and all licences you grant to the Company under these Terms of Use will survive termination.

**10.3** You acknowledge that if the Company terminates your access to the Website for any reason, the Company is under no obligation to supply to you a copy of any of Your Content and the Company will have no liability for any reason whatsoever arising from the loss of any part of Your Content.

## **11. Assignment and Severance**

**11.1** Without notice to you, the Company may assign these Terms or Use (including all obligations of the Company) in their entirety to its related bodies corporate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

**11.2** If any part or all of any clause of these Terms of Use is found to be illegal or unenforceable, it must be severed from these Terms of Use and will not affect the continued operation of the remaining provisions of these Terms of Use or under the laws of any jurisdiction.

## **12. Governing law**

All matters relating to these Terms of Use are governed by and are to be construed according to the laws of the Hong Kong Special Administrative Region of the People's Republic of China. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.