

Terms & Conditions

1. Information about the Marketplace We own and/or operate:

1.1. , a website ("Website"); and

1.2. such other websites and software through which we render Services to you from time to time (together with the Website, "Marketplace").

2. Scope and Agreement

2.1. Before you may become a user of the Marketplace, you must read and accept all of the terms and conditions in, and linked to, these Terms and Conditions ("Agreement") and the Marketplace's Privacy Policy ("Privacy Policy").

2.2. These Terms and Conditions are an agreement between you and us about your use of the information, software, products, and services contained in or made available on the Marketplace. This Agreement governs any use of Marketplace as users. By accepting these Terms and Conditions, you agree that this Agreement and Privacy Policy will apply whenever you use the services provided on the Marketplace. The agreement applies to any of our domains and sub-domains.

2.3. In addition, some services offered through the Marketplace may be subject to additional terms and conditions promulgated by us from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

2.4. You are responsible for ensuring that all persons who access the Marketplace through your internet connection are aware of these Terms and Conditions and that they comply with them.

3. Using the Marketplace

3.1. While using the Marketplace and/or the Website, and any Services, you will not:

3.1.1. post items that fall under an inappropriate category or areas on the Marketplace or the Website;

3.1.2. violate any laws, third party rights, or our policies such as Prohibited Content and Activities (as defined and of which details are set out in section 7 below);

3.1.3. use our sites or services if you are not able to form legally binding contracts under the applicable laws, are under the age of 18, or are suspended from the Marketplace.

3.1.4. manipulate or interfere with other users' listings and content;

3.1.5. circumvent or manipulate our fee structure, the billing process or fees owed to us;

3.1.6. post false, inaccurate, misleading defamatory, libellous content or personal or private information in relation to other users;

3.1.7. distribute or post spam, chain letters, or pyramid schemes;

3.1.8. distribute through the Marketplace of any viruses, worms or any other technologies that may harm or cause detriment to the interests of the Marketplace, the Website or the interests or property of other the Marketplace users;

3.1.9. defame, abuse, harass, stalk, threaten or otherwise breach the legal rights (such as rights of privacy and publicity) of others;

3.1.10. restrict or inhibit any other user from using and enjoying the Services;

3.1.11. copy, modify and/or distribute content from the Website and its sub-domains, including our copyrights and trademarks without our written permission; or

3.1.12. harvest or otherwise collect any data or information about users without their consent.

3.2. We may limit, suspend, or terminate our service and user accounts, prohibit access to our sites and their content, delay or remove hosted content, and take technical and legal steps to keep users off the Marketplace if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

3.3. We have no obligation to monitor any services provided on the Marketplace. However, we reserve the right to review any posted materials and to remove any materials at our sole discretion. We reserve the right to terminate your access to the Marketplace or disallow you from using any of our services at any time without notice if we reasonably believe that you have breached these terms.

4. Fees, Renewal and Refund

4.1. From time to time, we may offer different subscriptions, and the fees for such subscriptions may vary.

4.2. Due to the nature of our service, once your paid service starts, any fees are non-refundable under any circumstances.

4.3. Any refund induces 5% of the total amount as a handling fee.

4.4. If you agree to automatically renew your paid subscription, you authorize us (without notice to you) to collect the applicable fees, using any valid payment source we have on record for you (if applicable).

4.5. Services offered by us may be changed/varied from time to time. If you do not agree with the changes/variation which has/have been made, you have the right to reject the change by unsubscribing from our Services. Please, therefore, make sure you read any such notification of changes/variation. Neither the ("Company") nor any company within our group, and our and their respective agents, employees and subcontractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in any changes/variation of our Services. No refund of any amount paid shall be granted under any circumstances.

4.6. Termination/Cancellation: You may cancel your Account at any time within email enquiry@techlutionservice.com for instructions. Upon termination of the Services by either party for any reason:

4.6.1. the Marketplace will cease providing you with the Services and you will no longer be able to access your Account;

4.6.2. Any outstanding balance owed to the Marketplace for your use of the Services through the effective date of such termination will immediately become due and payable in full; and

4.6.3. your store website will be taken offline.

4.6.4. If you purchased a domain name through the Marketplace, upon cancellation your domain will no longer be automatically renewed.

4.7. Your domain names given away from yearly paid subscriptions are owned by the Marketplace. Any domain name transferring actions will cost you a certain amount of money. The domain names will be renewed every year automatically along with your yearly paid subscriptions renewal.

4.8. Your Secure Sockets Layer (SSL) certificates given away from yearly paid subscriptions are owned by the Marketplace. The SSL certificates will be renewed every year automatically along with your yearly paid subscriptions renewal.

4.9. Once your account is set up with a custom domain, subsequent modification of custom domain settings will induce a handling fee.

4.10. If you fail to provide an on-time full-subscription payment, the Company reserves the right to cancel your account.

4.11. We reserve the right to modify or terminate the Marketplace Service or your Account for any reason, without notice at any time.

4.12. Fraud: Without limiting any other remedies, the Marketplace may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with your Site.

4.13. If you violate any of these Terms and Conditions, the Company reserves the right to terminate your Marketplace user right immediately. You will not continue to have access to the Website and services.

5. The Marketplace is an eCommerce website builder

5.1. You acknowledge that the Marketplace is a platform for users to create their own eCommerce website. We are not involved in the actual transaction between sellers and buyers on users' websites. We have no control over and do not guarantee the quality, safety or legality of items posted, the truth or accuracy of the representations made by users in respect of their items listed on their website. If you purchase any of the products or services offered by these users, you are purchasing directly from those third parties, not from the Company. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their websites).

We do not assume any responsibility or liability for any actions, product, and content of all these and any other third parties, You should carefully review their privacy statements and other conditions of use.

5.2. In the event that a dispute arises between you and one or more users, you release the Company (and our staff, subcontractors and all affiliated parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

5.3. We do not control the information provided by other users that are made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe exchange when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretence. By using this Site, you agree to accept such risks and we are not responsible for the acts or omissions of users on the Marketplace.

5.4. We aim to update the Platform regularly and can change the service and content at any time. We will use our reasonable efforts to keep the Platform available to you, but if necessary, we may suspend your access to the Platform. We will not be liable if for any reason the Platform is unavailable at any time or for any period.

6. Prohibited Content and Activities

6.1. You are solely responsible for your conduct and activities on the Marketplace which includes but not limited to publishing any text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on the Marketplace.

6.2. The following activities are prohibited:

6.2.1. Violate this Agreement, any site policy, or any applicable law, statute, ordinance or regulation;

6.2.2. Post any content that has been identified by the Hong Kong Consumer Goods Safety Ordinance (Cap. 456) as hazardous;

6.2.3. Post any content that violates laws or regulations or violates the rights of third parties;

6.2.4. Post any content that is false, inaccurate or misleading;

6.2.5. Post any content that is fraudulent or involve the transaction of illegal, counterfeit or stolen items

6.2.6. Post hateful content

6.2.7. infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy;

6.2.8. Post materials that are defamatory, trade libellous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including our staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through, for example, the use of similar email address, nicknames, or creation of a false account(s) or any other method or device;

6.2.9. Post materials that are obscene or contain child pornography;

6.2.10. Post any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

6.2.11. Post images that are not part of and/or related to a product;

6.2.12. Modify, adapt or hack the Website or the Marketplace, or create another website or mobile device application so as to falsely imply that it is associated with the Marketplace;

6.2.13. Appear to create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; or

6.2.14. Link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, or other policy documents as posted on the Website. Furthermore, you may not list any item on the Marketplace (or consummate any transaction that was initiated using the Marketplace's service) that could cause us to violate any applicable law, statute, ordinance or regulation, or that violates these Terms and Conditions.

6.3. We reserve the right to remove any Content posted by any user onto the Marketplace which falls under any of the categories as described in clause 7.1 and 7.2 above or any Content which is inappropriate for posting on the Marketplace in the sole discretion of us. We also reserve the right to immediately terminate the user's access to our Service.

7. Limitation of Liability

7.1. You guarantee that your store and your merchandise (including but not limited to introduction, description, data, program, design, logo, image file, name and trademark, etc.) will not violate the provisions of the law or violate the rights of third parties. If there is any violation of laws and regulations or the rights of third parties, you shall be responsible for it independently of the company.

7.2. You guarantee that the product copy or advertisement of the products shall apply for permission or comply with statutory requirements in accordance with laws and regulations, and shall not publish or publish any objects or information that are not suitable for publication or publication in this service, such as violations of laws or infringement of the rights of third parties.

8. Content

8.1. We will not own the materials you provide to us (including feedback and suggestions) or post, upload, input or submit to us through the Marketplace or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission, you are granting us, its affiliated companies and necessary third parties a license solely to enable us to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission.

8.2. No compensation will be paid in relation to the use of your Submission, as provided in these Terms and Conditions. We are under no obligation to post or use any Submission you provide and may remove any Submission at any time at our sole discretion.

8.3. By providing a Submission to us through the Marketplace, it becomes possible for a third-party website or a third-party person to re-post that Submission. You agree to hold us harmless for any dispute concerning this use. If you choose to display your own Marketplace -hosted image on another website, the image must provide a link back to its listing page on the Website.

8.4. By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You agree that the Submissions you submit will not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Us all of the license rights granted herein. You further agree that you will not submit on the Website any Submissions or other material that is contrary to applicable local, national, and international laws and regulations.

We do not endorse any Submission submitted to the Website by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and We expressly disclaim any and all liability in connection with the Submissions. We do not permit copyright infringing activities and infringement of intellectual property rights, and we will remove all Submissions if properly notified that such Submission infringes on another intellectual property rights. We reserve the right to remove Submission without prior notice.

8.5. As part of a transaction conducted via the Marketplace, you may obtain personal information, including email address and shipping information from another user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for Marketplace related communications. You acknowledge that We are not granting you a license to use such information for unsolicited commercial messages or direct or indirect marketing. Without expressed consent from the user, you are not licensed or permitted to add any user to your email or physical mail list. For more information, please see our Privacy Policy.

9. Links to third party websites or third party services

9.1. Linked websites ("Linked Website") are not under our control and we are not responsible for the contents of any Linked Website including, without limitation, any link contained in a Linked Website, or any changes or updates to a Linked Website. We are not responsible for any information you received from any Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not mean we endorse the site or have any association with its operators. These Terms and Conditions do not cover your interaction with Linked Websites, and you should carefully review the Terms and Conditions and privacy policies of any third-party sites. We do not review, approve, monitor, endorse, warrant, or have any association with its operators or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Linked Websites is at your own risk.

9.2. You agree that we are not responsible for any loss, injury, claim, liability, or damage ("Loss") related to your use of any Linked Website on the Marketplace.

9.3. The Website and some of the articles on the Website contain links to other resources and businesses on the Internet. We provide these citations and aids to help you identify and locate other Internet resources that may be of interest. The citations do not mean that we sponsor, are affiliated with or

associated with, or legally authorised to use, any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol in the links.

9.4. Certain services made available via the Marketplace may be delivered by third parties. By using any product, service or functionality originating from the Website or the Marketplace, you acknowledge and consent that we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality for the Website's users and customers.

10. Privacy

10.1. Protecting your privacy is very important to us. Please review our Privacy Policy, which explains how we treat your personal information and protect your privacy.

10.2. Except as provided in our Privacy Policy, we will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your express consent. Stores and processes Content on computers located in Hong Kong that are protected by physical as well as technological security.

10.3. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our discretion.

11. Intellectual Property

11.1. The Marketplace's graphics, logos, designs, page headers, button icons, scripts, and service names are the intellectual properties of the Company and may not be used, including as part of trademark and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion. You agree that the Website including but not limited to all content included in or made available on the Website such as the Marketplace's graphics, logos, designs, page headers, button icons, scripts, and service names are the intellectual properties of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and shall not be used for any unlawful or infringing purpose, including as part of trademark and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

11.2. The names of actual companies and products mentioned on the Marketplace may be the trademarks of their respective owners.

12. Modification of these Terms and Conditions

12.1. We reserve the right to change the Terms and Conditions under which the Website is offered. We will give notice of these changes to all registered users where such changes will result in a material reduction in the availability, benefits and features of the Website. In all other circumstances, we will not give notice to you. You may want to periodically review this Agreement to understand the most recent rules.

If you don't agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the affected membership(s). We shall not have any obligation to

refund any fees that may have accrued to your Account before cancellation of your account or cessation of use of any membership, nor shall we have any obligation to prorate any fees in such circumstances.

12.2. You understand and agree that your use of the Website after the date on which the Agreement has changed will be treated as acceptance of the updated Agreement.

13. General Agreement

13.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website.

13.2. Our performance of this Agreement is subject to existing laws and legal process. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

13.3. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, then such provision will be modified to reflect the parties intention. All remaining provisions of this Agreement shall remain in full force and effect.

13.4. Unless otherwise specified, this Agreement constitutes the entire Agreement between you and us with respect to the Website and it supersedes all prior communications and proposals, whether electronic, oral or written, between you and us with respect to the Website.

13.5. You must not assign or otherwise transfer the Terms and Conditions, or any right granted under them, without our written consent. We can freely transfer our rights under the Terms and Conditions.

13.6. Any failure by us to enforce or exercise any provision of the Terms and Conditions, or any related right, will not be a waiver of that provision or right. Any rights not expressly granted in this Agreement are reserved.

13.7. We may provide you with notices, including those regarding changes to the Terms and Conditions, by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.

13.8. A printed version of the Agreement, and of any notice given in the electronic form, will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. Governing Law and Dispute Resolution

14.1. You agree that these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of Hong Kong Special Administrative Region.

14.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, including any claim that this Agreement or any part of this Agreement is invalid, illegal, or otherwise voidable or void, shall be settled by arbitration in accordance with the

UNCITRAL Arbitration Rules then in force. The appointing authority and the place of arbitration shall be the Hong Kong International Arbitration Centre. There shall be only one arbitrator. The language of the arbitration shall be English. Any award of the arbitrator shall be enforceable by any court having jurisdiction over the party against which the award has been rendered.

15. Liability Disclaimer

15.1. We are not responsible for any suspension or interruption of the service or any other part of the system due to force majeure and other factors.

15.2. We do not guarantee that the system is stable and uninterrupted. Users should confirm at their own discretion whether the information uploaded or published is correct and take backup protection and other protection measures.

15.3. We only provide users with the service based on its current function and current status, and reserves the right to modify all or part of each service function at any time.

15.4. We do not guarantee the information uploaded or posted by users, and its content or transmission process is true, reliable and correct.

15.5. Although we will use reasonable efforts to keep the website available and the information on the website reasonably accurate, the Marketplace and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. all such information, software, products, services and related graphics are provided "as is". the Marketplace and/or its suppliers disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

15.6. Whilst we use our best endeavours to ensure all your data are secure and complete in the servers, we will not be liable for loss of profits or of contracts, loss of data, damage to your computer hardware or software, loss of business, loss of goodwill or reputation, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of use, and/or consequential loss arising out of or in connection with this website or the information or data contained in it.

16. Compensation

16.1. Users – you use the website at your own risk. neither the Marketplace nor any company within our group, and our and their respective agents, employees and subcontractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the website (whether under these terms and conditions or other contract or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence).