

GENERAL TERMS AND CONDITIONS

By registering as user of this Site (“our Site”), you agree to be legally bound by (1) these T&Cs and (2) our Cookie Policy at <http://programmeconnect.tvb.com/cookiepolicy> (collectively “these Terms and Conditions”). We reserve our right to amend these Terms and Conditions at any time by posting the amended terms on our Site. Except as otherwise stated below, all amended terms shall automatically be effective and supersede any previous versions upon posting on our Site. You agree to review these Terms and Conditions regularly to ensure that you are aware of any modifications. Your continued access and/or use of our Site after changes are posted constitute your acceptance of these Terms and Conditions as amended by the posted changes.

1. User Account, Password and Security

- 1.1 You agree to keep your registration information current, accurate, secure and confidential and not to allow anyone else to use your user account or password to access our Site or to do anything which would assist or allow anyone who is not a registered user of our Site to gain access to our Site; nor to create user accounts for others without their permission; to cause any act amounting to abusing the functionality of our Site or other users’ accounts, nor to seek to pass yourself off as another user; nor to do anything that jeopardize the security of your user account.
- 1.2 We may at times undertake checks to ensure the accuracy of information you have provided to us.
- 1.3 We reserve the right not to accept your registration in our sole discretion without specifying reason.
- 1.4 If you have reason to believe that someone has unauthorized use of your user account or has committed any other breach of security, please report to us at mktg.sales@tvb.com.hk immediately for our immediate suspension of your user account or to take other appropriate actions. You agree that you will be responsible to us and to others for all activities that occur under your user account. We will not be liable for any loss or damage arising from your failure to comply with the terms herein stated or from any third party’s act without your authorization.
- 1.5 You are not allowed to sell, transfer, license or assign your user account or any of your rights as a user to any party.

2. Your Use of Our Site

- 2.1 You agree: (1) to abide by all applicable laws when using our Site; (2) that any person who accesses and uses our Site under your user account (whether or not approved by you) shall be deemed to be your use of our Site; (3) to use our Site and the contents therein in a

manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of other users.

2.2 You agree not to disclose, distribute or disseminate any part of the information published on our Site to any third party other than to your staff or clients if and to the extent that it is necessary for their evaluation and negotiation of advertising on our platforms and on a need-to-know basis only. You shall procure that the persons whom you have disclosed the information on our Site to comply with the confidential treatment of such information as if they were registered users of our Site.

3. Intellectual Property Rights

3.1 You agree that we own and retain all rights to our Site and the contents therein.

3.2 Nothing you do on or in relation to our Site and/or the materials contained therein will transfer any intellectual property rights to you or license you to exercise any intellectual property rights unless expressly stated by us.

4. Our Rights

We may at any time without notice: (1) expand, reduce and/or modify the whole or any part of our Site; (2) remove, delete, cancel, edit, change, amend or block the whole of any part of the contents contained therein; (3) deactivate the whole or any part of our Site to carry out system maintenance, upgrading, testing and/or repairs; and/or (4) terminate your user account, limit, or suspend your access to the whole or any part of our Site if we believe that such action is appropriate due to your improper use of our Site or breach of any of these Terms and Conditions; (5) at any time employ and/or install software in your personal viewing devices for the purposes of detecting any downloading, copying, storing, distribution, sharing or re-direction of any content from our Site in any way or through any media and/or for your access to our Site from time to time; (6) at any time monitor and record your activities on our Site through your user account; and/or (7) place advertising and promotional materials in conjunction with the contents published on our Site at our sole discretion.

5. Disclaimer

To the fullest extent permitted by applicable law, our Site and all materials delivered to you through our Site are provided "AS IS" and on an "IS AVAILABLE" basis. We disclaim all representations and warranties of all kind, whether expressly or implied, or that your use of our Site will be uninterrupted or error free, free of viruses, malicious code or other harmful components or otherwise secure, that defects will be corrected. We further disclaim any representation or warranty that our Site and/or the contents therein will meet your requirements. You expressly agree that your use of our Site and/or the content obtained through your use of our Site are at your own discretion and risk and that you will be solely

responsible for any damage arising therefrom.

6. Others

6.1 We have the sole discretion to interpret and determine these Terms and Conditions.

6.2 If any provision of these Terms and Conditions becomes or is held to be illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from these Terms and Conditions and shall be deemed to be deleted from these Terms and Conditions and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

6.3 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Disputes arising therefrom shall be exclusively subject to the jurisdiction of the courts of Hong Kong.

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