

## **BOXS Terms and Conditions.**

### **Scope of Agreement**

- Before you start subscribing and using BOXS, you must read, acknowledge and accept all of the terms and conditions listed below.
- The following terms and conditions are an agreement between you and BOXS.
- These terms and conditions may be updated from time to time without prior notice to you. If so, you will have to read, acknowledge and accept the new terms and conditions to using our services.
- By accepting the terms and conditions of this agreement, you agree that they will apply to you whenever you use our services.
- You are responsible for ensuring that all persons who access BOXS through your account are aware of these terms and conditions, and that they comply with them.

### **Governing Law**

- You agree that the terms and conditions and any dispute or claim arising out of them shall be governed by and interpreted in accordance with the law of Hong Kong.

### **Account Management and Membership Eligibility**

- Our services are only available and be used by individuals who can form legally binding contracts under applicable law.
- You represent and warrant that all information you submit is accurate and truthful.

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- BOXS has absolute discretion to refuse any individuals to access or use its services.
- Individuals under the age of 18 must use BOXS's services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age.
- You are entirely responsible for all activity, liability and damage resulting from your BOXS account.
- You are obliged to immediately inform us of any unauthorised use of your account.
- BOXS will not be liable for any loss or damage arising from your actions while using our services.
- You may not sell or transfer your account to anyone.

### **User Conduct**

- You must not use our services to violate any laws and others' rights.
- You must not post false, inaccurate, misleading, defamatory, libellous content and sensitive personal information through our services.
- You must not deliberately do something to affect our services.
- We have the absolute discretion to suspend any accounts if we find them violating any user conducts or causing troubles to other users or our services.
- We have the right to review any activities in-and-out BOXS but we do not have the obligation to monitor all of them.

### **BOXS Limited**

- We have the right to terminate your access to BOXS at any time without notice to you if we reasonably believe that you have breached any of the terms of this agreement.
- You are solely responsible for all your conduct and activities on and regarding BOXS and that includes everything you list, submit, post and display on BOXS.
- All your actions and activities on BOXS shall not:
  - Be false, inaccurate or misleading.
  - Be Fraudulent.
  - Involve transaction of illegal, counterfeit or stolen items infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.
  - Violate this agreement.
  - Violate any applicable law of Hong Kong.
  - Contain items that have been identified by the Hong Kong Consumer Goods Safety Ordinance as hazardous and therefore subject to a recall be defamatory, trade libellous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person.
  - Falsely state or otherwise misrepresent your affiliation with any person.
  - Modify, adapt or hack our website or BOXS platform.
  - Modify another website or create other applications so as to falsely imply that it is associated with BOXS.
  - Post images that are not part of a listing.

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- Deliberately do anything to obstruct the BOXS's services or intentionally create liability for BOXS.
- List any item that could cause BOXS to violate any applicable law and/or this agreement.
- BOXS reserves the right to remove any content posted by any user of BOXS.

### **Content and Intellectual Property**

- We will not own the materials you provide to us but by posting, uploading, inputting, providing or submitting, you are granting BOXS the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the materials you provided.
- By providing materials to BOXS, it becomes possible for a third-party website or a third-party person to re-post those materials. You agree to hold BOXS harmless for any dispute concerning this use.
- If you choose to display your own BOXS-hosted image on another website, the image must provide a link back to its listing page on the website.
- By posting, uploading, inputting, providing or submitting your materials, you warrant and represent that you own or otherwise control all of the rights to your materials as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the materials.
- All BOXS graphics, logos, designs, page headers, button icons, scripts and service names are the intellectual properties of BOXS Limited and may not be

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used, including as part of trademark and/or as part of domain names or email addresses.

### **Fees and Renewals**

- BOXS may offer different subscription terms from time to time. The membership fees for such subscriptions may vary.
- The membership fees are non-refundable.
- Your subscription will automatically renew, and you authorise us, without notice to you, to collect the then applicable membership fees, using any valid payment source we have on record for you.
- You may cancel/terminate your account at any time, but you have to settle the remaining fee of your subscription package.
- Upon termination of the services by either party for any reason, BOXS will cease providing you with all services and you will no longer be able to access your account. Your store website will be taken offline and any outstanding balance owed to BOXS for your use of services through the effective date of such termination will immediately become due and payable in full.
- We reserve the right to modify or terminate BOXS service or your account for any reason, without notice at any time.
- If you violate any of the terms and conditions, BOXS reserves the right to terminate your membership/account immediately.

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## General

- You understand that BOXS is a platform for sellers to list their items and for buyers to purchase.
- BOXS is not involved in any transactions between the sellers and the buyers.
- BOXS has no control and does not guarantee the actual quality, safety or legality of the items advertised or sold.
- BOXS will not be responsible for any loss, injury, claim, liability or damage arising out of any transaction made by the buyers and sellers.
- BOXS will not be liable for any loss of money, goodwill or reputation, or any special, indirect, or consequential damages arising out of your use of our services.
- You understand that you use BOXS at your own risk.
- If there are any disputes between you and/or other users/buyers, you release BOXS from claims, demands and damages 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.
- BOXS is not responsible for the acts or omissions of other users.
- We will try our best to keep our service up and running, but in some occasions, if necessary, we may suspend access to our website and services, or close it indefinitely. BOXS will not be liable for any reason that our services are unavailable at any time or for any period.

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- Links to third party websites are out of our control and hence 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.
- You understand and agree that no joint venture, partnership, employment, or agency relationship exists between you and BOXS as a result of this agreement.
- Our performance of this agreement is subject to existing laws and legal process.
- Unless otherwise specified, this agreement constitutes the entire agreement between you and us with respect our services and it supersedes all prior communications and proposals, whether electronic, oral or written, between you and us with respect to our services.
- A printed version of the agreement, and of any notice given in 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. It is the express wish of the parties that this agreement and all related documents have been drawn up in English.
- If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement shall remain in full force and effect.

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### Change of Terms and Conditions

- We reserve the right to change the terms and conditions.
- We will give prior notice of these changes to all fee-paying subscribers where such changes will result in a material reduction in the availability, benefits and features of our services.
- In all circumstances, we will give notice before the changes take effect.