

Terms of Use

PLEASE ENSURE THAT YOU READ CAREFULLY THE TERMS OF USE BEFORE ACCESSING OR USING THE ONLINE PLATFORM

We, EC Property (HK) Ltd. (the “**Company**”), maintain the web pages accessible through onehouse.hk, www.onehouse.hk, www.onehouse.com.hk, auction.onehouse.hk and through other top level domains registered by the Company or its associates, including all their sub-domains and the mobile version of those websites and through other top level domains registered by the Company or its associates, as well as the software programs and applications through which our services can be accessed on mobile devices such as smartphones and tablets (the “**Online Platform**”).

Please read the Terms of Use carefully before using the Online Platform. Access to the Online Platform is subject to the terms and conditions set out below. Your use of the Online Platform, in whatever manner you do so, signifies your acceptance of the Terms of Use. If you do not agree to comply with the Terms of Use, please do not use the Online Platform. The Terms of Use apply to each and every made by you of the Online Platform.

The Service

The services offered by the Company on the Online Platform, which appear from and are described on the Online Platform and in the Terms of Use, including the service that you can use to sell properties using an online, computer-based and automated auction, and the related supplementary services (the “**Service**”).

You accept that the Service and the Online Platform contain only the functionalities and other characteristics that you find at the time of use (“as-is basis”). The Company expressly excludes any and all explicit and tacit guarantees, undertakings and indemnifications, of any kind whatsoever, including but not limited to those with respect to the quality, safety lawfulness, integrity and correctness of the Service. You accept that the functionalities of the Service and the Online Platform may change.

Vendors offer properties on the Online Platform and buyers purchase those properties directly from vendors. The Company plays only a facilitating and supporting role, by offering an Online Platform and supplementary services. The Company has no control over the quality, safety, lawfulness or correctness of any properties that are offered, the vendors’ authority to sell properties, or the authority or ability of buyers to purchase properties.

You acknowledge and accept the special circumstances that may arise in connection with an internet auction and the errors that may occur. That includes but not limited to an inability to access the Online Platform in whole or in part, an inability to place a bid or to do so in a timely manner, or breakdowns of or defects in the Online Platform or the underlying hardware, network connections or software. Maintenance work on the Online Platform or

on the underlying system also may prevent access in whole or in part or the ability to place a bid in a timely manner. In no event is the Company liable for any damage that you sustain as a result of such technical problems or other errors.

Notwithstanding any other provision stipulated in the Terms of Use, you acknowledge and accept that properties offered are the properties of vendors and not of the Company. No contract of sale will be concluded between the Company and buyers, and the Company does not transfer any ownership rights from vendors to buyers.

The Company is neither responsible for nor liable for the description of properties, including any vendor's information and statements. You accept that the Company may propose or make changes to and/or supplement the description anytime before or during the online auction commences.

All use made of the Service and the Online Platform is at your own risk and at your own expense and responsibility.

Availability and Interruption of the Service

The Company does not guarantee that the Service and all parts of the Service and/or the Online Platform are at all times available and without interruptions or failures. Failures in the Service can also occur, but not exclusively, as a result of failures in the internet or telephone connection or because of viruses or faults/defects. The Company is in no way liable or liable for compensation towards any users for any damage arising or resulting from the inaccessibility or failure of the Service and/or the Online Platform.

The Company is at all times authorized, without prior notice, to make any changes and/or improvements to the Service and/or the Online Platform, including to put the Service and/or the Online Platform out of operation and/or to limit the use if necessary.

Trademarks and Copyrights

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- you do not modify, reverse engineer or de-compile any part of the Materials;
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Disclaimer

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IN ANY EVENT, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, SERVANTS, ATTORNEYS, PREDECESSORS AND SUCCESSORS SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES SUFFERED BY ANY USER WHATSOEVER AND HOWSOEVER ARISING OR RESULTING FROM HIS/HER/ITS USE OR INABILITY TO USE THE CHANNELS AND THEIR CONTENTS, INCLUDING NEGLIGENCE AND DISPUTES BETWEEN ANY PARTIES.

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You specifically acknowledge and agree that we are not liable for any conduct of any user of the Online Platform.

As a condition of use of the Online Platform, you agree to indemnify us from and against any and all actions, claims, losses, damages, liabilities and expenses arising out of your use of this Online Platform, including without limitation any claims alleging facts that if true would constitute a breach by you of the Terms of Use. If you are dissatisfied with any material on the Online Platform or with any part of the Terms of Use, your sole and exclusive remedy is to discontinue using the Online Platform.

Some of the links on the Online Platform may lead to resources outside of the Online Platform. The linked sites are not under our control and we have not reviewed or investigated in any way the information at such linked sites. We make no representation or warranty as to the contents of any linked site or any link contained in a linked site. We provide these links only as a convenience, and the inclusion of any link does not imply endorsement, representation or warranty by us.

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You should not assume that the Materials are complete or up-to-date. We are not obliged to periodically or otherwise update the Materials, however regular reviews of the Materials for content and relevance will be conducted.

Communications made through the electronic mail and/or messaging capabilities of the Online Platform shall in no way be deemed to constitute legal notice to or from us or any of our employees or representatives.

Limitation of Liability

Without prejudice to the above and subject to the applicable laws, the aggregate liability of the Company to any user for all claims arising from their use of the Service and the Online Platform shall be limited to the amount of HK\$1,000.

Cookies

We currently use "cookies" on the Online Platform. Our cookies tag each visitor's browser with a random, unique number. The cookie simply assigns a number and does not collect or disclose any personal information about the person using the browser. By noting where these uniquely numbered browsers go on the Online Platform, we can provide content tailored to your particular requirements and can study traffic patterns and improve the Online Platform.

Amendments

We may revise the Terms of Use and/or introduce additional terms and conditions at any time and from time to time.

We reserve our exclusive right in our sole discretion to alter, limit or discontinue the Online Platform or any of the Materials in any respect.

No Waiver

No act, delay or omission by us shall affect our right, powers and remedies

under the Terms of Use or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Terms of Use are cumulative and not exclusive of the rights and remedies provided by law.

Severance

If any provision of the Terms of Use is not or ceases to be legally binding and enforceable it will not affect the legality, binding effect or enforceability of any other provision.

Access to the Online Platform

We reserve the right to deny in our sole discretion any user access to the Online Platform or any portion thereof without notice.

Applicable Law and Jurisdiction

The Terms of Use shall be governed by and construed in accordance with the laws of the Hong Kong SAR.

Contact Us

If you have any questions about the Terms of Use, our practices in relation to the Online Platform, or your dealings with the Online Platform, please send email to the following address: info@onehouse.hk

Last updated: 13th July 2016