

Subscription Terms and Conditions 订购条款与条件

USE OF THIS SITE AND/OR OUR SERVICES SIGNIFY YOUR AGREEMENT TO ALL THE SUBSCRIPTION TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

使用本网站和/或我们的服务表示您同意如下所有条款与条件。请仔细阅读以下信息。

Where East-West Property Advisors Limited (“**EWPA**”) has provided you with a translation of the English-language version of the Subscription Terms and Conditions, you agree that the English-language version shall govern your relationship with EWPA and the translation is provided solely for your convenience. Should there exist any discrepancies between the English-language version and a translation, the English-language version shall prevail.

尽管东西方置业咨询有限公司（“**EWPA**”）为您提供了英文版条款与条件的翻译，您必须同意以英文版本为准处理您与 EWPA 的关系。我们提供翻译仅为与您方便。如果英文版本和翻译之间存在任何矛盾，以英文版为准。

The EWPA Subscription Terms and Conditions ("**Subscription Terms**") constitute a written contract between you and EWPA, and apply to your use of and/or subscription to ("**Subscription**") our Services.

EWPA 订购条款与条件（“**订购条款**”）包含一份您与 EWPA 之间的书面协议，适用于您对我们的服务的使用和/或订购（“**订购**”）。

All services and functionalities that we provide, including our websites (“**Sites**” or “**Site**”), are referred hereafter as our "**Services**". "**Users**" mean all current users of our Services.

我们将我们提供的所有服务和功能、包括我们的网站（或“**站点**”），定义为我们的“**服务**”。“**用户**”则定义为使用我们的服务的人。

EWPA reserves the right to amend, update or replace all or any part of the Subscription Terms, including any of the terms and conditions contained herein, at any time without notice. Therefore, you should regularly review the Subscription Terms and applicable policies to understand all the terms and conditions that are relevant to your use of our Services. If you do not agree to the Subscription Terms at any time, you must cancel your Subscription and stop using the Services. Continuation of your Subscription and use of our Services shall constitute a full and informed acceptance of the Subscription Terms, as they may be amended from time to time, on your part.

EWPA 有权在任何时间修订、更新或更换订购条款的全部或任何部分，包括此处的任何条款及条件，恕不另行通知。因此，您应该定期查看订购条款及适用政策，了解与您使用我们服务相关的所有条款及条件。如果您在任何时候不同意订购条款，您必须取消您的订购并停止使用服务。继续订购及使用我们的服务将构成您充分并知情地接受订购条款，即便其可能会不时被修订。

1. Subscription Information.

1. 订购信息

(a) You will provide (i) accurate, current and complete information when you subscribe to the Services; (ii) maintain and keep accurate all account-related information that you provide to EWPA; and (iii) accept all risks of unauthorized access to the information you provide to EWPA.

(a) 当您订购服务时您将：（1）提供准确、即时且完整的信息；（2）维护和保持您提供给 EWPA 的所有与帐户相关的信息准确无误；及（3）接受未经授权访问您提供给 EWPA 的信息带来的所有风险。

(b) If you have not already created an account with EWPA, we will request you to create an account and choose a password at the time of purchase of our Services. You are fully responsible for maintaining the confidentiality and security of your password. You agree to not use the account, username, or password of another EWPA user at any time, and agree to inform EWPA immediately if you suspect any unauthorized use of your account. You are solely responsible for any and all use of your account.

(b) 如果您还没有在 EWPA 的服务上创建帐户，我们会要求您创建帐户，并在购买我们的服务时选择密码。您应当全权负责维护您密码的保密性和安全性。您同意，在任何时候都不使用另一位 EWPA 用户的帐户、用户名或密码，并同意如您怀疑您的帐户有任何未经授权的使用，立即通知 EWPA。您全权负责任何及所有对您的帐户的使用。

(c) To ensure EWPA can provide the appropriate Services to you, you agree that EWPA representatives or third-parties engaged by EWPA will have access to your account information and may use such account information in their sole discretion in order to provide Services to you, to review any complaints or issues, or for any other purpose related to the Services we provide.

(c) 为确保 EWPA 能为您提供相应的服务，您同意 EWPA 的代表或 EWPA 雇佣的第三方可访问您的帐户信息，并可自行决定使用这些帐户信息，以便向您提供服务、审查任何投诉或问题、或出于与我们提供服务相关的任何其他意图。

2. Submission of information to EWPA. By using certain Services (for example by buying a subscription package for advertising of listings), you would be able to submit information to EWPA. You agree that you do not (i) restrict or inhibit any other user from using the Service; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any

images or other material depicting Nudity as herein defined; (iii) post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses; (iv) post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission); (v) post or transmit any information, software or other material that contains a virus or other harmful component; (vi) post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking ; (vii) post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters"; (viii) solicit Users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get Users to join in legal or illegal schemes or plan or participate in scams involving other users; (ix) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; (x) resell, redistribute, broadcast or transfer the information or use the information derived from the Services in a searchable, machine-readable database; (xi) use the Services to collect personally identifying information on our Users in violation of our Privacy Policy; (xii) disguise a file type to thwart EWPA detection processes; (xiii) post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (xiv) submit to the Live Directory multiple web sites with different URL links that re-direct a User to one web page; (xv) submit to Live Directory more than one URL link for a single category; (xvi) update Live Directory listings with intent to distort or misrepresent them, including but not limited to changing titles of the entries, descriptions of the entries, URL links, or keywords, or (xvii) attempt to gain unauthorized access to other computer systems or networks connected to the Services. For the purposes of this Agreement, "Nudity" shall include, without limitation, images depicting persons with unclothed genitalia or persons wearing transparent clothing over genitalia. You agree that you will not use the Service, including the home-buying trips and the information provided therein and all related data or information for any unlawful purpose. EWPA, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this section. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section. You are solely responsible for all content that you provide to EWPA for the Services including all ad content and information and URLs whether generated by you or by a third party on your behalf. You are also responsible for any web sites and landing pages that you post or that are linked to your postings. EWPA may provide you with estimated number of impressions associated with a particular order or package that you have purchased, but estimates are not a guarantee of actual impressions delivered and are subject to change depending on traffic.

2. **向 EWPA 提交信息。**通过使用某些服务（例如通过订购房源广告套餐），您可将信息提交给 EWPA。您同意不会从事以下活动：（1）限制或禁止任何其他用户使用本服务；（2）发布或传播任何非法、威胁、辱骂、中伤、诽谤、淫秽、粗俗、色情、亵渎或不雅的任

何种类的信息，包括但不限于描绘本文定义的“裸体”的任何图片或其他材料；（3）发布或传播包含骚扰或攻击性语言的评论，包括下流指代、下流绰号、种族辱骂、仇恨宣传、仇恨散播、漫骂、粗鲁或恶意攻击的评论，或在网从事破坏活动，包括过度使用脚本、声波、刷屏（一遍又一遍地重复同一内容），或使用病毒、僵尸网络、蠕虫或木马程序；（4）张贴或传播任何欺诈、违反或侵犯他人权利的信息、软件或其他材料，包括侵犯隐私或公开权，或在未征得物主或版权持有人同意的情况下侵犯版权、商标或其他专有权利，包括破解软件（未经许可分发受版权保护的材料）；（5）发布或传播含有病毒或其他有害成分的任何信息、软件或其他材料；（6）发布或传播鼓励非法活动或提供有关教学的内容，尤其是黑客攻击、破解等；（7）发布、传播或以任何方式出于商业目的利用信息、软件或其它材料，或发布、传播或以任何方式利用含有广告、“垃圾邮件”、“连环信”的任何信息、软件或其他材料；（8）教唆用户加入、成为会员、或捐款于任何在线服务或其他组织，宣传或企图让用户加入合法的或非计划的或规划、加入或参与涉及其他用户的诈骗；（9）冒充任何个人或企业实体，或虚假陈述或谎报您的专业或您与其他任何个人或实体之间的合作关系；（10）转售、重新分配、广播、传输，或在搜索引擎、机器可读的数据库中使用来自本服务的信息；（11）违反我们的隐私政策、利用本服务对我们的用户收集个人身份识别信息；（12）伪装文件类型阻碍 EWPA 的检测程序；（13）发布或传播任何信息，构成或鼓励会构成刑事犯罪、引发民事赔偿责任、或违反任何地方、州/省、国家或国际法律的行为；（14）在实时目录中提交多个网页的不同 URL 链接，但将用户转到同一个网页；（15）在实时目录中提交链接到单一类别的不同 URL 链接；（16）以扭曲或虚假陈述事实的意图更新实时目录列表，包括但不限于不断变化条目的标题、条目的描述、URL 链接、或关键字；或（17）试图未经授权访问连接到本服务的其他计算机系统或网络。出于本协议的目的，“裸体”的定义应包括但不限于：描绘没有遮盖的人体生殖器、或用透明衣物遮盖的生殖器的图像。您同意绝不出于任何非法目的使用本服务，包括购房之旅和此处提供的信息及所有相关的数据和信息。EWPA 可全权决定任何发送或接收的信息是否违反了本节规定。您不得使用任何包含或与本条所禁止的信息或内容相关的任何网站或其他用途的资料。您应对您提供给 EWPA 的所有内容全权负责，包括所有广告内容，和无论是否由您或代表您的第三方创建的信息和网址。您也同样应对您发布的或链接到您帖子的任何网站和登陆页面负责。EWPA 可能会向您提供与您购买的某个订单或套餐相关的估计展现量，但估计不能保证实际交付的展现量，并且会根据流量而改变。

3. Payment. The details of your purchase of the Services (for example, subscription package for advertising of listings) including fees and any other charges will be set forth in your order when you place the order on our Site. Subscriptions will automatically renew for additional periods at EWPA's then current fees for the Services ordered unless you request a cancellation at least two (2) days prior to the renewal date. You may review your Account and Package order information by logging in to your Account on our website. Our subscription fees and charges for our packages and other terms and conditions are subject to change by EWPA at any time by posting such revisions on the Site and/or emailing notifications to the email address that EWPA has on file in your Account. Such changes shall be applied to any new subscriptions/orders commencing after these changes are posted on our Site. You agree to pay all relevant fees and charges in U.S. Dollars and that all these fees and charges are non-refundable. You must provide EWPA, or the third party engaged by EWPA for payment processing, with a valid credit card or other payment

method approved by EWPA. You agree that EWPA, or the third party payment processing provider acting on behalf of EWPA, will automatically charge the fees and charges in advance to the payment method you had chosen when placing the order until your Subscription is cancelled or terminated. In the event that the fees and/or charges are not paid on a timely basis, no matter the reason, EWPA may, in addition to any other available remedies, suspend or terminate your Subscription and Account, and any unpaid amounts shall accrue interest of one percent (1%) per month (or the highest rate permitted by law, if less). Our fees are exclusive of applicable taxes, if any. You are responsible for paying all taxes and reasonable expenses (including attorneys' fees) that EWPA may incur when collecting unpaid amounts. To the fullest extent permitted by law, you waive all claims related to charges unless claimed within 60 days after the charge (without prejudice to your credit card issuer rights). To the fullest extent permitted by law, refunds (if any) are at the sole discretion of EWPA. If you order something that becomes unavailable before it can be provided to you, your only remedy is to receive a refund of your purchase price. Nothing in these Subscription Terms obligates EWPA to extend credit or refund to any party.

3. **付款。**您购买服务（例如订购房源广告套餐）的细节，包括费用和其他任何收费将在您从我们网站上下单时显示在您的订单中。另一期的订购将会以 EWPA 届时的服务订购费自动更新，除非您在续约日期前至少两（2）天取消订购。您可以通过在我们的网站上登录到您的帐户，查看您的帐户和套餐订购信息。EWPA 可随时更改我们的订购费用以及其他条款与条件，只需在本网站上发布修改信息和/或发送电子邮件通知到您 EWPA 帐户中登记的电子邮件地址。该变化适用于我们在网站上公布之后的任何新的订购/订单。您同意用美元支付所有相关费用及收费，并且所有收费概不退还。您必须提供给 EWPA 或由 EWPA 采用的第三方支付处理系统有效的信用卡或其他 EWPA 批准的付款方式。您同意，EWPA 或代表 EWPA 的第三方支付处理系统可自动收取费用及收费，提前计费在您下订单时选择的付款方式上，直到您取消或终止订购。倘若费用及/或收费没有按时支付，不论原因如何，EWPA 可能会连同其他可用的补救措施一起，暂停或终止您的订购和帐户，任何未付款项应计利息每月百分之一（1%）（或法律所允许的最高利率，如果小于 1%）。我们的费用不包括税项（如有）。您应负责支付 EWPA 在收集未付款项时可能会产生的全部税金和合理费用（包括律师费）。在法律允许的最大范围内，您放弃所有与费用相关的索赔，除非您在费用（不影响您的信用卡发行人的权利）产生后的 60 天之内索赔。在法律允许的最大范围内，退款（如有）由 EWPA 全权酌情决定。如果您订购的服务在提供给您之前已不可用，您唯一的补偿是获得您订购价格的退款。本订购条款中并未说明 EWPA 有义务延长信贷或退款给任何一方。

4. Representations and Warranties. You hereby represent, warrant and covenant to EWPA and will keep that:

4. **声明与保证。**您在此声明、保证及承诺 EWPA 并保持：

(a) you have the full right, power and authority to enter into this Agreement;

(a) 您享有所有必要的权利、权力和权威可签订本协议；

(b) you will comply with all applicable laws and regulations with respect to the information you submit and the Services that you use, including without limitation the Fair Housing Act of 1968, as may be amended from time to time;

(b) 您将就您提交的信息和您使用的服务遵守所有适用的法律法规，包括但不限于 1968 年颁布的《公平住房法》，该法案可能不时被修订；

(c) the information you submit to EWPA does not and will not infringe upon or otherwise violate the rights of any third party and will otherwise comply with Section 2 above;

(c) 您提交给 EWPA 的信息没有也不会侵害或侵犯任何第三方的权利，否则参照上文第 2 条；

(d) all the information that you provide to EWPA or the third party engaged by EWPA to provide the Services are true and correct;

(d) 您提交给 EWPA 以及 EWPA 雇佣的第三方的信息都是真实准确的；

(e) you will only provide information to EWPA concerning property listings for which you have a current, valid and legal agreement with the owner of such real estate listing to market such property; and

(e) 您向 EWPA 提供的房源信息必须是您已和该挂牌房源中的业主订立了有效及合法的协议，允许您推广该房源；

(f) you have obtained all licenses and authorizations required by all applicable authorities allowing you to act as a licensed real estate professional.

(f) 您已获得所有适用权威要求的所有许可证和授权，允许您以持照房地产专业人士的身份工作。

All representations and warranties contained herein shall be deemed continuing representations and warranties throughout your use of our Services. Any investigations by or on behalf of EWPA shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained herein. No notice or information delivered by you shall affect our right to rely on any representation or warranty made by you or relieve you of any obligations hereunder as the result of a breach of any of your representations and warranties.

此处所载的所有声明和保证应被视为在您使用我们服务的整个期间的持续声明及保证。由 EWPA 展开或代表 EWPA 展开的任何调查不得构成放弃执行此处所载的任何声明、保证或契约。您所交付的任何通知或信息都无法影响我们依靠您的任何声明或保证的权利，也无法减轻您因违反您的声明和保证而应承担的本协议下的任何义务。

5. License. EWPA is not responsible for, and has no obligation to review, edit or comment on, the content of any information provided by the Users. However, EWPA reserves the right in its discretion to (i) delete, disable access to, move or edit submitted or posted information in its sole

discretion for any reason or no reason, or (ii) take any other action that EWPA deems necessary relating to use or misuse of the Services, including without limitation, modifying information that has been submitted, translating the information in another language, terminating your Subscription, or terminating your account and/or rights to use the Services. You hereby grant to EWPA a non-exclusive, royalty-free license to use, publish, copy, modify, translate, transmit, display and distribute the information that you have submitted to EWPA, posted on our website or provided to us via other means (for example via email, FTP data feed, and other means). In addition, you warrant that all moral rights in any uploaded information have been waived and do hereby waive any such moral rights.

5. **授权。**EWPA 没有责任或义务审查、编辑或评论用户提供的任何信息内容。然而，EWPA 保留权利可自行决定：(1)删除、禁止访问、转移或编辑提交或发布的信息，以任何理由或毫无理由，由其自行酌情决定，或(2)采取 EWPA 认为与使用或滥用本服务相关的必要的任何其他行动，包括但不限于修改已经提交的信息、用另一种语言翻译信息、终止您的订购、或终止您的帐户和/或服务使用权。您特此授予 EWPA 一个非排他性的、免版税的许可，允许 EWPA 使用、公开、复制、修改、翻译、传播、展示和分发您提交给 EWPA 的信息，无论是通过发布在我们网站上还是通过其他方式提供给我们（例如通过电子邮件、FTP 数据传送等）。此外，您保证任何上传的信息已被免去所有道德权利，并特此放弃任何这样的道德权利。

6. Age Requirements. You must be of at least 18 years of age to use the Services. If you are under 18, please do not attempt to use our Services, register on this website or send any information about yourself to EWPA.

6. **年龄要求。**您必须年满 18 周岁方可使用本服务。如果您未满 18 岁，请不要尝试使用我们的服务、在本网站上注册、或将任何有关自己的信息发送给 EWPA。

7. Discontinuing your use of our Services. You have the right to cancel the Services at any point in time by informing EWPA. If you choose to cancel your Subscription, you agree that no amount that you may have prepaid for use of the Services will be refunded and cancellation will be effective at the end of the then current Subscription period. If you breach any of these Subscription Terms, EWPA may, in addition to any other rights and remedies it may have, immediately terminate your Subscription without any notice. In the event of such termination, no amounts that you may have prepaid will be refunded. Termination or cancellation of your Subscription shall not affect any right or relief to which EWPA may be entitled, at law or in equity, for any breach on your part prior to such termination or cancellation. As outlined in Section 3, Subscriptions will automatically renew for additional periods at EWPA's then current fees for the Services ordered unless you request cancellation at least two (2) days prior to the renewal date.

7. **终止使用我们的服务。**您有权在任何时候通知 EWPA 取消服务。如果您选择取消订购，您同意，您不会被退还可能已经为使用服务而预付的金额，该取消将在当前的订购期结束时生效。如果您违反了任何订购条款，EWPA 可能会连同其他可用的补救措施一起立即终止您的订购，恕不另行通知。此类终止如有发生，您可能已经预付的任何金额都不会被退

还。如果您在终止或取消订购前有任何违约行为，终止或取消您的订购不会影响 EWPA 在法律或权益上享有的任何权利或免责。如同第 3 条中所述，另一期的订购将会以 EWPA 届时的服务订购费自动更新，除非您在续约日期前至少两（2）天取消订购。

8. Privacy Policy. EWPA will comply with its Privacy Policy at any time. Please review the Privacy Policy for more information.

8. **隐私政策。**EWPA 无论何时都将遵守其隐私政策。请查看隐私政策了解详细内容。

9. Indemnification.

9. 赦免

You agree to defend, indemnify and hold harmless EWPA, its affiliates and their respective directors, officers, employees, partners and agents from and against any and all claims, actions, suits or proceedings (including, without limitation, any investigation or inquiry by or before any authority),, as well as any and all losses, liabilities, damages, costs and expenses (including , without limitation all legal and other expenses incurred in investigating or defending such loss, damage, expense, liability, claim or proceeding) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Services; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Services

您同意保护、赦免 EWPA 与其联营机构及各自的董事、管理人员、员工、合作伙伴和经纪人免受任何及所有索赔、法律行动、诉讼或法律程序（包括但不限于由任何权威展开的或在任何权威面前进行的任何调查或询问），以及因（a）您发布的或提供的任何材料侵犯任何人享有的任何著作权、商标权、商业机密、商业包装、专利或其他知识产权，或诽谤任何人，或侵犯任何人的公开权或隐私权，（b）任何由您作出的与您使用本服务相关的失实陈述，（c）您对本协议的条款和条件作出的任何不遵守，及（d）本协议以外的其他人士或实体因您访问和使用本服务、或出于与您访问和使用本服务相关的原因，包括因通过本服务获取的信息而提出索赔，从而产生的任何及所有损失、负债、成本及费用（包括但不限于因调查或辩护此类损失、损害、费用、责任、索赔或诉讼而产生的所有法律及其他费用）。

10. Disclaimer of Warranties.

10. 免责声明

EWPA HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE

THIRD PARTY MATERIALS ON THE SERVICE. NONE OF EWPA, ITS SUBSIDIARY COMPANIES, ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES.

EWPA 提供由第三方维护的互联网网站（“第三方网站”）的链接和指向，并可能不时向第三方提供有关服务的资料。EWPA 及其附属公司、联营机构或供应商无法经营或控制这些第三方网站的任何信息、产品或服务的任何方面。

THE SERVICES, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICES, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EWPA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. EWPA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EWPA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICES, ON THE SITE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE. You assume all risk of errors and/or omissions in the Service, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Service, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge and agree that your use of the Service, and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME FULL RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY. EWPA IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY.

本服务中以及通过本服务和第三方网站提供的服务、资料及产品皆“按原样”提供，并且在适用法律允许的最大范围内，EWPA 否认所有明示或暗示的保证，包括但不限于：暗示保证可销性，针对特定用途的适用性和非侵权，从履约过程或交易过程中暗示的保证。

EWPA 无法保证在这些资料和产品或服务中包含的功能不会被中断或无错误、或随时可使用、或缺陷将被纠正，也无法保证本服务、包括存储服务及其内容、或提供这些的服务器无病毒或其他有害成分。EWPA 不会对本服务中、本站点中或第三方站点中的资料的使用及使用结果的正确性、准确性、及时性、可靠性、完整性或其他作出任何保证或声明。您应当对服务中的错误和/或遗漏，包括信息的传播或翻译承担所有风险。您应当完全负责实施充分的程序及审查，以满足您对服务及其信息的准确性和适用性的要求，以及维护您可能需要的方式以重建丢失的数据或后续操作或分析在此提供的信息。您承认并同意，您对本服务的使用以及就此发送或接收的任何信息的使用可能不是安全的，可能会被未经授权的各方拦截。您应该承担您的计算机系统或其他财产的必要维护、修理或校正的全部费用。EWPA 不会对与价格、文字或图像有关的错误或遗漏承担责任。

11. Limitation Of Liability.

11. 责任范围

IN NO EVENT SHALL EWPA OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, EWPA'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF EWPA OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NONE OF EWPA OR ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

在任何情况下，EWPA 或其联营机构均不对任何直接的、间接的、惩罚性的、偶然的、特殊的、随之发生的或其他损害承担责任，无论造成损害的原因是使用本服务或与使用本服

务相关，或延误或无法使用本服务，或在本服务中宣传的或通过本服务获取的任何信息、软件、产品及服务，或 EWPA 移除或删除任何提交或发布到本站点的材料或记录，或其他因使用本服务而造成的损害，无论是基于合同、侵权、严格责任或其他原因，即使 EWPA 或其任何联营机构已被告知损失的可能性。此项豁免适用于但不限于任何因性能故障、错误、遗漏、中断、删除、缺陷、操作或传输中的延迟、计算机病毒、文件损坏、通讯线路故障、网络或系统中断，或盗窃、破坏、擅自获取、改建、或使用任何记录而引起的任何损害或伤害。您明确承认并同意，EWPA 及其联营机构均不对来自任何本服务用户的任何诽谤性、攻击性或非法的行为承担责任。某些司法管辖区不允许限制暗示保修期限有多长，因此，上述责任限制可能不适用于您。某些司法管辖区不允许排除或限制附带的或随之而来的损害，因此上述责任限制或排除可能不适用于您。本保证授予您特定的法律权利，您也可以根据司法管辖区的不同而享有其他权利。

12. General information.

12. 一般信息

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Hong Kong, regarding any and all disputes relating to this Agreement or your use of the Services. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

本协议按照香港法律管辖和解释，不履行任何法律冲突原则。即使您承认我们将能够在任何有管辖权的法院执行我们的权利，您在此也同意，就有关本协议的中对您使用本服务的任何条款与条件的任何及所有争议，香港为专属管辖权和法院所在地。您同意，不论有任何相反的法令或法律，因使用本服务或与之相关而产生的任何索赔或诉讼事由，必须在该索赔或诉讼事由发生后一（1）年之内提交申请，否则将永远禁止。