

# GENERAL TERMS AND CONDITIONS

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## 1. INTRODUCTION

- 1.1. These General Terms and Conditions (hereinafter referred to as the “**General Conditions**”) apply exclusively between **STYLEME LIMITED, ME LIMITED** (together “**StyleMe**”) and any person accessing or using the website (as defined below), (hereinafter referred to as the “**User**” or “**you**” and collectively with, the “**Parties**”).
- 1.2. Under these General Conditions, the Company offers Users the ability to access and use the Website, you agree to be bound by these General Conditions, and you further agree, subject to variation and withdrawal of consent provided therein, to the collection and use of your data in accordance with the terms of our [Personal Data and Privacy Policy]. For the avoidance of doubt, if you do not agree to these General Conditions, do not use the Website.
- 1.3. Without prejudice to any other provision in these General Conditions, by using the Website, you represent, warrant and undertake (i) to accept, comply with, and be bound by these General Conditions; (ii) that you are over 18 years of age and have the legal capacity to abide by these General Conditions; and (iii) to comply with all applicable laws, regulations and rules in relation to your access to and use of the Website.
- 1.4. These General Conditions shall prevail notwithstanding any amendments by the User. Any amended conditions submitted, proposed or stipulated by the User, regardless of whether the Company has objected to them explicitly, are expressly waived and excluded.
- 1.5. The Company reserves the right to amend, modify, update, change or otherwise alter these General Conditions at any time. You are advised to read these General Conditions carefully and to check regularly for any updates, changes or modifications. As these General Conditions will govern the access or use of the Website, please review these General Conditions each time you use the Website. If you do not agree to any change, update or modification to the General Conditions, you must immediately stop using the Website.

## 2. ACCESS AND USE OF THE WEBSITE

### 2.1. *Access to the Website*

- 2.1.1. Access to the Website is made available free of charge, subject to the General Conditions and any other requirements that the Company may impose, such as approval, registration and creation of an account. There is no entitlement to the access and use of the Website, the Company reserves the right to reject any request for access and usage without specifying any reasons.

- 2.1.2. StyleMe does not guarantee that access to the Website, or any Content on them will always be available, uninterrupted or error-free. Access to the Website is permitted on a temporary basis and StyleMe reserves the right to suspend, withdraw, discontinue or change all or any part of the Website and your use or access of them without notice. StyleMe will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 2.1.3. For the avoidance of doubt, the scope of the Content and services provided through the Website is based on the availability or the functionality of the Website at any given time. StyleMe may occasionally need to carry out repairs, maintenance or introduce new facilities or functions.

## 2.2. ***Use of the Website***

- 2.2.1. Users are personally responsible for fulfilling the technical requirements necessary for your access and use of the Website. StyleMe shall be under no consulting obligations to you in this regard.
- 2.2.2. User activities can be monitored, in accordance with our [Personal Data and Privacy Policy], to the full extent permitted by applicable law. Where appropriate, this includes the logging of IP connection data.
- 2.2.3. You may not use the Website:
  - (a) in any way that breaches any applicable law, regulation or rule;
  - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (c) in any way that could impair operation or pose an excessive load on the servers of the Website;
  - (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - (e) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## 2.3. ***Member Account and Password***

- 2.3.1. If you choose to create an account on the Website, you must complete the registration process by providing StyleMe with current, complete and accurate information. If there are any changes to your information during your time as User, you are responsible for correcting the relevant information as soon as reasonable practicable. You are responsible for all use of your account and for keeping your user name and password confidential.
- 2.3.2. You agree to notify StyleMe immediately if you know of or suspect any unauthorised use of your account or any other breach of security. You are responsible for ensuring that access to the account as well as use of the Website connected to the account remains exclusively limited to yourself. You are liable for any use and/or other activity conducted through use of your access data.
- 2.3.3. Alternatively, you may register by using the same registration data you use for social networks, such as Facebook. Registering by using registration data from a social network requires

confirmation that the selected data previously created by users of that other social network may be used on the Website. By registering, you agree that your data from the Website may be shared with and transferred to those other social networks.

## 2.4. **Content**

- 2.4.1. All information, text, descriptions, data, graphics, images, logos, illustrations, designs, icons, video clips, audio clips, sounds, files, specifications, advertisements, titles, names, intellectual property rights and any other information provided on the Website (hereinafter referred to as the “**Content**”) are owned by StyleMe, its related corporations and/or a third party (which may be indicated by trademarks, logos, links to or from an external source, or otherwise).
- 2.4.2. Subject to compliance with these General Conditions and unless otherwise specified, the Company grants you a non-exclusive, non-transferable, terminable license to view and use to the Website solely for personal and non-commercial purposes. You acknowledge and agree that you are strictly prohibited from duplicating, adapting, modifying, commercially distributing, publishing, licensing or selling any Content or services obtained from the Website.
- 2.4.3. The use of and reliance on any Content on the Website is at your own risk and under no circumstances will StyleMe be liable for any Content or for any loss or damage of any kind incurred as a result of your use of any Content made available on the Website.
- 2.4.4. StyleMe makes no representations, warranties or guarantees, whether express or implied, that the Content on the Website is accurate, complete or up-to-date. StyleMe reserves the right, in its sole discretion, to amend, modify, update, change or otherwise alter the Content at any time without providing notice to you.
- 2.4.5. The Website may include links to third party websites that let you leave the Website, you may also access the Website through third party websites. These linked sites are not under the control of StyleMe and StyleMe is not liable or responsible for the accuracy, completeness, timeliness or availability of any Third Party Content (as defined below). Links to any third party websites are provided for your convenience only and the inclusion of any link does not imply endorsement by StyleMe of the website. Your use of such third party website is at your own risk and may be subject to that third party’s terms and conditions.

## 2.5. **Intellectual Property Rights**

- 2.5.1. StyleMe and/or its related companies are the owner(s) or the licensee(s) of all intellectual property rights in the Website. Such intellectual property rights shall include but are not limited to copyrights, trademarks, industrial design rights, service marks, logos, patents, know-how, privileged or similar information, whether registered or not, as well as all other rights related to StyleMe or its related companies’ trademarks, Products or business activities.
- 2.5.2. Except as expressly permitted by StyleMe, you may not use, reproduce, copy, modify, publish, transmit, distribute, display, download, licence, transfer or sell any Content.

## 3. **THIRD PARTY CONTENT**

- 3.1. Both the Products and the User-Generated Content represents content created by third parties (“**third-party content**”) and StyleMe does not verify third-party content for completeness, accuracy, legality or validity and therefore assumes no responsibility nor does it make any guarantee for the completeness, accuracy, legality, validity or currency of third-party contents, or its suitability for any particular purpose.
- 3.2. **Products and Advertising**

- 3.2.1. StyleMe itself does not operate an online store. StyleMe presents on the Website exclusively third party advertisements. The products and/or services described, portrayed and depicted on the Website, including but not limited to garments, shoes and accessories (the “**Products**”) may only be purchased at the respective advertising third party. StyleMe receives a remuneration from third parties for placing advertisement and integrate affiliate links, and licensing the Website to third parties retailers as an add-on services for the customers of the third parties.
- 3.2.2. Therefore, the descriptions, portrayal and depictions of the Products do not constitute representation or warranties in as to the Products themselves, especially the quality, fit, look and the availability of the Products. StyleMe cannot guarantee or warrant the timeliness and accuracy of the prices, the description of the Products or any other information the third party represents. StyleMe is not obliged to provide the opportunity to purchase the advertised Products for conditions presented by the third party.
- 3.2.3. For the avoidance of doubt, with the exception of these General Conditions, no contractual relationship between you and StyleMe will be established, in particular, StyleMe does not offer sale of Products against payment.

### 3.3. ***User-Generated Content***

- 3.3.1. StyleMe does not claim ownership over the content you provide to StyleMe that you upload or submit for the purpose of using the Website (“**User-Generated Content**”), for any User-Generated Content covered by intellectual property rights, which may include photos and videos, you specifically give us the permission, subject to revoking such permission as provided for under the [Personal Data and Privacy Policy] and you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User-Generated Content that you upload or submit in connection with the Website, to the extent permitted by applicable laws.
- 3.3.2. Any User-Generated Content posted, uploaded or submitted on the Website will be considered non-confidential and non-proprietary and StyleMe will be permitted to use, copy, distribute, reproduce, publish, sublicense and otherwise disclose to third parties such User-Generated Content for any purpose, to the extent permitted by applicable laws and our [Personal Data and Privacy Policy].
- 3.3.3. To the extent permitted by applicable laws and our [Personal Data and Privacy Policy], StyleMe has the right to disclose your identity to any third party who is claiming that any User-Generated Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy and StyleMe will not be responsible, or liable to any third party, for the User-Generated Content or accuracy of any User-Generated Content posted by you or any other user of the Website.
- 3.3.4. You agree that any User-Generated Content that you post, upload or submit for the Website:
  - (a) is owned by you;
  - (b) does not result in a breach of contract between you and a third party; and
  - (c) comply with applicable laws in the country from which they are posted.
- 3.3.5. You agree that you shall not post, upload or submit to the Website, any User-Generated Content that:

- (a) is not related to appropriate subject matters;
- (b) contains viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- (c) infringes any third party intellectual property rights;
- (d) is unlawful, harmful, threatening, abusive, vulgar, obscene, defamatory, pornographic, indecent, hateful, offensive, or racially, ethnically or otherwise objectionable;
- (e) promotes violence;
- (f) promotes any illegal activity;
- (g) is likely to deceive any person;
- (h) is in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse; or
- (j) intentionally or unintentionally breaches any applicable law.

3.3.6. The User-Generated Content does not represent StyleMe's views, opinions, advice, values or beliefs and StyleMe makes no claim of accuracy of any such User-Generated Content nor does it nor does it endorse any opinion contained in any User-Generated Content. StyleMe may, but has no obligation to, monitor, review, or edit User-Generated Content. You are solely responsible for all User-Generated Content that you post.

3.3.7. StyleMe will determine, in its sole discretion, whether there has been a breach of this Clause 3 through your use of the Website and reserves the right to take any such action as StyleMe deems appropriate without prior notification to you or any third party, including but not limited to the following actions:

- (a) immediate, temporary or permanent removal of any User-Generated Content from the Website at any time and for any reason;
- (b) immediate, temporary or permanent withdrawal of your right to use the Website;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to, reasonable administrative and legal costs) resulting from the breach; or
- (e) further legal action against you.

#### **4. DISCLAIMER AND LIMITATION OF LIABILITY**

**4.1. STYLEME ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, USER-GENERATED CONTENT, SERVICES OR ANY OTHER INFORMATION OR MATERIAL SET OUT OR MADE AVAILABLE THROUGH THE WEBSITE AND**

WEBSITE, (B) ANY UNAUTHORIZED ACCESS TO OR USE OF SECURE SERVERS (WHETHER PROVIDED BY STYLEME DIRECTLY OR BY THIRD PARTIES APPOINTED BY STYLEME) AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (C) ANY PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM A USER'S ACCESS TO AND USE OF OR RELIANCE ON ANY CONTENT, USER-GENERATED CONTENT, SERVICES OR ANY OTHER INFORMATION OR MATERIAL SET OUT OR MADE AVAILABLE THROUGH THE WEBSITE OR ANY LINKED THIRD PARTY WEBSITE(S), (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES PROVIDED ON THE WEBSITE AND OR LINKED THIRD PARTY WEBSITE(S), (E) ANY BREACH OF THE [PERSONAL DATA AND PRIVACY POLICY], (F) ANY VIRUSES, TROJAN HORSES, WORMS, TIME-BOMBS, KEYSTROKE LOGGERS, SPYWARE, ADWARE OR ANY OTHER HARMFUL PROGRAMS OR SIMILAR COMPUTER CODE DESIGNED TO ADVERSELY AFFECT THE OPERATION OF ANY COMPUTER SOFTWARE OR HARDWARE TRANSMITTED THROUGH THE WEBSITE OR ANY LINKED THIRD PARTY WEBSITE(S) AND/OR (G) ANY ERRORS OR OMISSIONS IN THE CONTENT, USER-GENERATED CONTENT, INFORMATION OR MATERIAL SET OUT OR MADE AVAILABLE THROUGH THE WEBSITE (INCLUDING BUT NOT LIMITED TO THIRD PARTY WEBSITE(S)) OR FOR ANY LOSS OR DAMAGE OF ANY NATURE INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY OF THE FOREGOING.

4.2. THESE GENERAL CONDITIONS SET OUT THE FULL EXTENT OF STYLEME'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROVISION OF THE WEBSITE AND THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON STYLEME EXCEPT AS EXPRESSLY STATED IN THESE GENERAL CONDITIONS.

4.3. WITHOUT PREJUDICE TO ANY OTHER PROVISION IN THESE GENERAL CONDITIONS AND EXCEPT TO THE EXTENT REQUIRED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF STYLEME, STYLEME'S EMPLOYEES, OFFICERS, SUB-CONTRACTORS OR AGENTS FOR ANY ACT OR OMISSION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THESE GENERAL CONDITIONS SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO STYLEME IN RESPECT OF THE WEBSITE IN QUESTION, IF ANY.

4.4. STYLEME SHALL NOT BE LIABLE TO THE USER FOR:

4.4.1. ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE;

4.4.2. LOSS OF DATA OR OTHER EQUIPMENT OR PROPERTY;

4.4.3. ECONOMIC LOSS OR DAMAGE;

4.4.4. ANY LIABILITY INCURRED BY THE USER FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES (INCLUDING IN EACH CASE INCIDENTAL AND PUNITIVE DAMAGES); OR

4.4.5. ANY LOSS OF ACTUAL OR ANTICIPATED PROFIT, USE, OPPORTUNITIES, INTEREST, REVENUE, ANTICIPATED SAVINGS, BUSINESS OR DAMAGE TO GOODWILL,

EVEN IF STYLEME IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

4.5. ANY CONTENT, USER-GENERATED CONTENT AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE WEBSITE OR ANY LINKED THIRD PARTY WEBSITE IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR ELECTRONIC DEVICE, OR ANY LOSS OF DATA THAT RESULTS THEREFROM.

- 4.6. **USE AND RELIANCE UPON ANY AND ALL OF THE CONTENT, USER-GENERATED CONTENT IS AT THE USER'S OWN DISCRETION AND RISK AND IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS MAY EXPRESSLY BE STATED HEREIN, STYLEME MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT, USER-GENERATED CONTENT, SERVICES OR ANY OTHER ITEMS OR MATERIALS MADE AVAILABLE OR LINKED TO FROM THE WEBSITE.**

## 5. **INDEMNITIES**

The User shall keep StyleMe fully indemnified against all actions, claims, demands, proceedings, liabilities, losses (whether direct, indirect or consequential), costs (including legal costs on a full indemnity basis) and expenses of every kind suffered or incurred by StyleMe, its officers, employees, servants, representatives, manufacturers, distributors, corporate affiliates and/or agents, arising out of or in connection with:

- (a) any claim made by any third party due to or arising out of any User-Generated Content posted by the User on the Website;
- (b) any actual or alleged breach or non-performance or non-observance of any of the User's obligations or warranties under these General Conditions, or otherwise arising in any way out of the User's use of the Website; or
- (c) any infringement or misappropriation by the User of any third party's patent, copyright, trademark or other intellectual property rights in connection with the use of the Website.

## 6. **FORCE MAJEURE**

- 6.1. A "**Force Majeure Event**" means any cause which is not reasonably foreseeable and is beyond the reasonable control and not due to the fault or negligence of the Party affected (including its subcontractors, if any) and which could not have been avoided by due diligence and the use of reasonable efforts. A Force Majeure Event includes, without limitation, Acts of God, drought, flood, earthquakes, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosions, strikes, or labour disputes (excluding any strikes, labour disputes or other labour difficulties in which the employees of the affected Party (or its subcontractors, if any), are involved) and changes in law.
- 6.2. StyleMe shall not be liable for failure or delay in performing any of its obligations under these General Conditions to the extent that the failure or delay is due to a Force Majeure Event..

## 7. **COMMUNICATION**

For all User related enquiries, refer to the [Contact Us] page. If you provide feedback, ideas or suggestions to StyleMe in connection with the Website ("**Feedback**"), you acknowledge that the Feedback is not confidential and you authorize StyleMe to use that Feedback without restriction and without payment to you. Feedback is considered a type of User-Generated Content.

## 8. **GENERAL LEGAL PROVISIONS**

### 8.1. **Assignment**

The User shall not, without the prior written consent of StyleMe, assign, transfer, charge or otherwise deal in any other similar manner with all or any of its rights under these General Conditions, subcontract any or all of its obligations under these General Conditions, or purport to do any of the same.

## 8.2. ***Remedies and Waivers***

No failure on the part of StyleMe to exercise, and no delay on its part in exercising, any right or remedy under these General Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in under these General Conditions are cumulative and not exclusive of any rights or remedies provided by law. If StyleMe does waive a default by the User, it will only do so in writing.

## 8.3. ***Illegality***

The illegality, invalidity or unenforceability of any provision of these General Conditions under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. To the extent and within the jurisdiction which that provision is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.

## 8.4. ***Exclusion***

Except as expressly states in these General Conditions, all warranties and conditions, whether expressly or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## 8.5. ***Entire Agreement***

These General Conditions Use (and our Privacy Policy, any other document referred to in these General Conditions) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing.

## 8.6. ***No Rights of Third Parties***

A person who is not a party to these General Conditions has no rights under any Contracts (Rights of Third Parties) legislation (or similar), to enforce any term of these General Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

## 9. **GOVERNING LAW**

These General Conditions shall be governed by and construed in accordance with the law of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction.