

# TERMS OF USE

## 1. Acceptance of Terms

This is a binding agreement between you and Electronics Recycling International Limited, a Delaware corporation (“us,” “we,” or “Company”). By using the website located at [www.e-recycling.hk](http://www.e-recycling.hk) (the “Site”) or any services provided in connection with the Site (the “Service”) you agree to be bound by and to abide by these Terms of Use, as they may be amended by Company from time to time in its sole discretion. Amended Terms of Use are effective upon being posted. Company will post a notice on the Site any time these Terms of Use have been materially changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

## 2. Privacy Policy

Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current Privacy Policy can be found by clicking here [\[Privacy Policy\]](#). Company’s Privacy Policy is expressly incorporated into this Agreement by this reference.

## 3. Site Access

Company hereby grants you permission to use the Site or Service as set forth in this Terms of Use, provided that: (i) your use of the Site or Service as permitted is solely for your personal, noncommercial use, or if you are a business, solely for your internal, noncommercial use; (ii) you will not copy or distribute any part of the Site in any medium without Company’s prior written authorization; (iii) you will not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

## 4. Compliance with Intellectual Property Laws

When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, “Content”) in violation of any third party’s copyrights, trademarks, trade secret, or other intellectual property or proprietary rights (collectively, “Intellectual Property”). You agree to abide by laws regarding ownership and use of Intellectual Property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights.

## 5. Termination

Company reserves the right to terminate your use of the Service and/or the Site at any time.

## **6. NO WARRANTIES**

COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ANY EMPLOYEE OR REPRESENTATIVE OF COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS OF USE.

## **7. LIMITED LIABILITY**

COMPANY’S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISING OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

## **8. Affiliated Sites**

Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site (“Affiliated Sites”). Because neither Company nor the Site has control over the content and performance of these Affiliated Sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

## **9. Prohibited Uses**

Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or

logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

## **10. Indemnity**

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any Intellectual Property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

## **11. Company’s Proprietary Rights; Limited License**

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## **12. Severability; Waiver**

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other

provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

### **13. Trademarks; No License**

The Company's logo, trade marks and service marks and other logos and product and service names are trademarks of Company (the "Company Marks"). Nothing contained on the Site should be understood as granting you a license to use any of the Company Marks, or the marks of any third party. Without Company's prior written permission, you agree not to display or use in any manner the Company Marks or the marks of any third party on this Site.

### **14. Modifications**

Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

### **15. Statute of Limitations**

You agree that regardless of any statute or law providing a longer period, any claim arising out of or related to use of the Service or Site or the Terms of Use must be filed within one (1) year after such claim arises or be forever banned.

### **16. Updates and changes**

From time to time, we may need to add to, change, update or modify the Privacy and Cookies Policy. These changes will be effective upon posting on the Site without prior notice to or consent from you. If changes are material, however, a more prominent notice will be made on our Site. If you have any questions about our privacy policy and practices, please email us at [privacy@e-recycling.hk](mailto:privacy@e-recycling.hk) or write to us at the following address:

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using the Site, you agree to both the Privacy and Cookies Policy.