

Terms of Service for the Friends Email Service

1. ACCEPTANCE OF TERMS

The City University of Hong Kong ("CityU") welcomes you. The CityU provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.cityu.edu.hk/>. In addition, when using particular CityU owned or operated services, you and CityU shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

The CityU provides users with an email service which may be accessed through any medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include certain communications from the CityU, such as service announcements, administrative messages and the CityU Newsletter, and that these communications are considered part of CityU membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new CityU email services, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that the CityU assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

You are not required to register before using this service. However, you need to update us with any change in contact information. If the CityU has reasonable grounds to suspect that such information is untrue, inaccurate, or not current, the CityU has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. CITYU PRIVACY POLICY

Registration Data and certain other information about you are subject to CityU's Privacy Policy. For more information, see our full privacy policy at <http://www.cityu.edu.hk>. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information by the CityU.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

To use the Friends Email Service you are required to activate your account by providing a password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify the CityU of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The CityU cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") transmitted are the sole responsibility of the person from whom such Content originated. This means that you, and not the CityU, are entirely responsible for all Content that you email, transmit or otherwise make available via the Service. The CityU does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the CityU be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;

- c. impersonate any person or entity, including, but not limited to, a CityU official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local or international law, including, but not limited to, regulations promulgated by the HKSAR, any rules of any national or other securities exchange, and any regulations having the force of law;
- l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the HKSAR government as a foreign terrorist organization;
- m. "stalk" or otherwise harass another; and/or
- n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) through (m) above.

You acknowledge that the CityU may or may not pre-screen Content, but that CityU and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, the CityU and its designees shall have the right to remove any Content that

violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by the CityU or submitted to the CityU, including without limitation information in CityU's Portal and in all other parts of the Service.

You acknowledge, consent and agree that the CityU may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property or personal safety of the CityU, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by the CityU and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the HKSAR or the country in which you reside.

8. INDEMNITY

You agree to indemnify and hold the CityU and its affiliates, officers, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

9. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your CityU account ID), use of the Service, or access to the Service.

10. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that the CityU may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on CityU's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that the CityU has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that the CityU reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that the CityU reserves the right to modify these general practices and limits from time to time.

11. MODIFICATIONS TO SERVICE

The CityU reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the CityU shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that the CityU may, under certain circumstances and without prior notice, immediately terminate your CityU account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your CityU account includes (a) removal of access to all offerings within the Service, including but not limited to CityU Mail, and Alerts, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in CityU's sole discretion and that the CityU shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

15. CITYU'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the CityU, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CITYU AND ITS AFFILIATES, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. THE CITYU AND ITS AFFILIATES, OFFICERS, AND EMPLOYEES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

- SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE CITYU OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
 - e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

17. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CITYU AND ITS AFFILIATES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CITYU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

20. NOTICE

The CityU may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

21. TRADEMARK INFORMATION

The CITYU, CityU logo, CITYU (in Chinese characters), trademarks and service marks are trademarks of the CityU (the "CityU Marks"). Without CityU's prior permission, you agree not to display or use in any manner the CityU Marks.

22. INTELLECTUAL PROPERTY INFRINGEMENT

The CityU respects the intellectual property of others, and we ask our users to do the same. The CityU may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeated infringers.

23. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and the CityU and governs your use of the Service, superseding any prior agreements between you and the CityU with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use certain other CityU services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and the CityU shall be governed by the laws of the HKSAR without regard to its conflict of law provisions. You and the CityU agree to submit to the personal and exclusive jurisdiction of the courts located within the HKSAR.

Waiver and Severability of Terms. The failure of the CityU to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as

reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your CityU account is non-transferable and any rights to your CityU ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account will be terminated and all contents therein permanently deleted.

Statute of Limitations. 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 Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

24. VIOLATIONS

Please report any violations of the TOS to our postmaster@cityu.edu.hk.