

Terms of Use

1. Introduction

- 1.1 This Terms of Use (“Terms”) govern and outline the terms and conditions for using Hawk courses (“Hawk courses”, “we”, “our”) website (“Website”).
- 1.2 As a user of the Website (hereinafter referred to as “User” or “you”), you hereby acknowledge and agree that you have read, understood, and accepted the Terms. If you do not agree with the Terms herein, please do not proceed to use the Website. Your ongoing usage of the Website shall also be taken as your consent to be legally bound by the Terms.

2. User’s Responsibilities, Representation and Warranties

- 2.1 You herein acknowledge that:
- (a) you are an individual of sound mind, full age, and legal competence;
 - (b) you have the full power and lawful authority to observe and perform the responsibilities mentioned in the Terms;
 - (c) you are not accepting the Terms under duress, or otherwise persuaded or forced to accept the Terms;
 - (d) you shall not transmit, upload, publish or distribute any virus or other destructive elements to the Website;
 - (e) you shall not use the Website in any means that could potentially harm or damage the functionality, availability or accessibility of the Website;
 - (f) you shall not use the Website to commit any illegal, abusive or unauthorised activities or commit illegal, abusive or unauthorised activities on the Website, e.g. hacking, illegally obtaining confidential information from the Website;
 - (g) you shall not collect any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website;
 - (h) you shall not infringe our intellectual property rights or those of any third party in relation to your use of the Website;
 - (i) You will not use the Website for any purpose other than education.
- 2.2 You acknowledge that we reserve the right to amend or update the Terms at any time without prior notice to you. The amendments to these Terms shall become effective immediately and shall be legally binding on you upon publishing of the Terms on the Website, should you use and access the Website. You shall regularly review the Terms on the Website.

3. Hawk courses’ Rights and Responsibilities

3.1 Hawk courses reserves our rights to:

- (a) suspend, modify, amend and or cancel any access to the Website;
- (b) remove and/or delete any such Content (defined under clause 5.1) that would violate the Terms, or which would otherwise be considered offensive to other users;
- (c) access, preserve and/or disclose member account information if it is requested to do so under any applicable regulations or in good faith:
 - (i) to comply with any law, regulatory authority or court orders;
 - (ii) to enforce the Terms;
 - (iii) to respond any claim that the Website contained Content which is in violation of the rights of any third party;
 - (iv) to respond requests from customer service; and
 - (v) to protect the rights, property or the personal safety of Hawk courses, its visitors and users, including the general public;
- (d) include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to the usage guidelines and regulations established by Hawk courses or any other Content providers supplying Content services to Hawk courses; and
- (e) Prohibit any unauthorized reproduction, publication, distribution and/or exhibition of any information or materials supplied by our Website, despite whether such act was done in whole or in part.

4. Disclaimer of Liabilities

4.1 The information and Content provided through this Website and by us are provided on “as is where is” basis where we shall not provide any express or implied representations or warranties or covenants on them.

4.2 We disclaim any representation or warranty that:

- (a) the Website shall be functional, available, uninterrupted and error-free at all times;
- (b) shall correct defects of the Website immediately;
- (c) the Website is free from viruses, bugs or any other destructive elements;
- (d) the Website or its Content shall meet your needs;
- (e) the Website’s Content shall be true, reliable, updated, non-infringing, complete and accurate at all times; and

- (f) All of the above in relation to links to third party's websites, applications or services.
- 4.3 The Content on our Website shall not constitute as any professional or financial advice, offer, recommendation or representation. The Content available on our Website had not been prepared taking into account any individual's particular objectives, financial needs or situation, and are only provided for general information purposes.
- 4.4 Although we use reasonable effort in ensuring accuracy and reliability of the Content on our Website, we do not warrant that the Content is constantly current or accurate, or that any products and/or services offered on the Website are available at all times. We shall not be liable for any loss or damages arising from the inaccuracy or unreliability of the Content on our Website. You are responsible to assess the suitability of the information and/or material on our Website to your objectives, financial needs or situation before acting on or using the Content.
- 4.5 We shall not be liable for any direct or indirect loss or damages you may suffer as a result of your usage or reliance upon, delay in using, inability to access to any Content of our Website, or in any other way connected to our Website.

5. Intellectual Property Rights

- 5.1 All copyright, trademarks, database rights and any other intellectual property rights in the works of authorship ("Content"), including by not limited to all information, texts, sound recordings, images, logos, names, designs, pages, documents, online graphics, multimedia and all other materials on the Website are exclusively own by us and/or our affiliates or licensors, unless otherwise expressly stated.
- 5.2 You acknowledge and accept that the Content:
 - (a) are protected by applicable copyright, trademark and other intellectual property laws;
 - (b) are only provided for your personal and non-commercial use, and you are allowed to print pages without alteration from our website for your personal use;
 - (c) may not be used, copied, adapted or eased in any way unless otherwise stated expressly herein or our written consent is obtained; and
 - (d) Shall not grant you any rights to modify, distribute, reproduce or sell them without our consent.
- 5.3 Our intellectual property rights mentioned in the Terms are non-exhaustive. We, our affiliates or licensors reserve our intellectual property rights not expressly provided in the Terms.

6. Limitation of liability

- 6.1 You acknowledge and agree that we shall not be liable for any loss or damages as a result of the following:

- (a) any event described in Clause 4.2;
 - (b) your breach of any Terms in the Terms;
 - (c) any loss or damage as a result of your use of the Website;
 - (d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
 - (e) Any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message.
- 6.2 Some of the products and services provided herein shall be delegated to our appointed and/or affiliated third party products and services provider. We shall not provide any warranties as to the products and services provided by them and we strictly deny any liability for any loss or damages arise from your usage of their products and services.
- 6.3 It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, provide and maintain daily backup of the data collected by us or remotely patch or upgrade the Website, which may temporarily degrade the quality of the Website or result in a partial or complete outage of the Website. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Website.
- 6.4 We do not warrant that the Website will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. You acknowledge and agree that we and our affiliates shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.
- 6.5 Nothing in the Terms excludes or limits each other party's liability for fraudulent or negligent misrepresentation, or any matter that cannot be excluded or limited under applicable statutes and regulations.

7. Indemnity

- 7.1 Save as otherwise expressly provided herein, you agree to indemnify and hold us, our associates, related companies, third party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by us, or to which that we become subject, resulting from, arising out of or relating to:
- (a) any breach of any of the Terms herein by you;
 - (b) any breach of any third party rights, including but not limited to contractual or intellectual property rights; and
 - (c) Your use and access to the Website.

- 7.2 You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

8. Cookies

- 8.1 We use cookies on our Website to customize the information and experience displayed on our Website according to the Client's preferences. Cookies are small bits of data stored on a web browser when you visit a Website for the first time. If you visit that Website again in the future, the storage of cookies on your browser enables the Website to remember how you browsed through it the first time. If you do not agree to our Cookie Policy, you can disable Cookies and still access our Website normally.

9. Governing Law

- 9.1 All disputes or differences which shall at any time arise between the Parties concerning this Terms or its construction, or the effect or the rights, duties or liabilities of the Parties under it, or any other matter in any way connected with or arising out of the subject matter of this Terms shall be referred to a single arbitrator to be agreed upon by the Parties, or in default of agreement to be nominated by the Parties for the time being of the Hong Kong International Arbitration Centre in accordance with the prevailing and applicable arbitration laws and regulations.

- 9.2 These Terms shall be governed by and construed in all respects in accordance with the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

- 9.3 Nothing in these Terms shall limit or prohibit our right to initiate legal proceedings against you in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

10. Miscellaneous

- 10.1 The official language of the Terms shall be English. We may provide the Terms in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of the Terms and any other language version, the English version shall prevail.

- 10.2 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of the Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

- 10.3 If any provision of the Terms or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of the Terms shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent.

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