

Video Mart Terms and Conditions

While you are posting photos, videos or comments, please respect others. We do not want to see any content that is obscene, sexual, violent or illegal. Please do not upload any vulgar or swearing words. We would like to build a friendly community here. Finally you should obey the laws of Hong Kong.

1. Video Mart Service (“the Services”)

SmarTone Mobile Communications Limited (“The Company”) agrees to provide the Services to the User subject always to the User paying the charges (if any) as and when they became due and payable in accordance to the terms herein set out and due performance and observance of the other terms herein.

2. Content

Except for Content which is supplied by The Company as principal, The Company is not responsible for exercising any editorial control over or to edit or amend any Content before it is transmitted or made available through the Services. The User hereby acknowledges, agrees and authorizes The Company to use, store, screen, edit, access, copy, amend or delete any content uploaded or otherwise provided by the User where any such content is, in The Company’s opinion defamatory, in breach of copyright, illegal or otherwise not appropriate to be accessed by or through using the Services. For the purpose herein, ‘Content’ means any data, information, photographs, diagram, symbol and other material in whatever languages including without limitation all textual, audio, video, still / moving images, graphical, musical or other content or information or goods or services that can be assessed by or through using the Services.

3. User’s Obligations

The User undertakes not to use or allow others to use the Services to publish, distribute, transmit or circulate any unsolicited advertising or promotion information or any Content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite hatred, discriminating, menacing or infringes any trade mark, trade secret, copyright or other proprietary right of a third party.

4. Charges and Rebate

The Company will charge a prescribed charge to the User (“Uploading User”) for each video uploaded by the Uploading User. The Company will charge a prescribed charge (“Revenue”) to the User (“Streaming User”) for each video streamed by the Streaming User. A proportion of the Revenue (such proportion as determined by the Company) shall be shared with the Uploading User and paid to the Uploading User in the form of a rebate (“Rebate”). When the accumulated Rebate reaches a particular level (such level as determined by the Company), the Rebate will be paid to the Uploading User in cash. The Uploading User must collect the cash Rebate at SmarTone’s store. The Rebate will be calculated in Hong Kong Dollars. Any balance Rebate less than One Dollar will be added to the next round of accumulation of the Rebate. Upon termination of the Teens 地派 service, any remaining Rebate shall be forfeited and will not be refunded to the Uploading User or transferred to any other account.

5. Royalty-free Perpetual Licence

The User agrees to grant the Company a royalty free (except for the payment of Rebate by the Company to the User as stated in Clause 4 above), irrevocable licence in perpetuity to copy, distribute, publish and transmit the content uploaded or otherwise provided by the User on Video Mart. This licence granted to the Company shall survive and will not be affected by reason of the termination of the Team service to the User.

6. User’s Representations and Warranties

By using the Services, the Users represents and warrants that (a) all registration information submitted to The Company is truthful, accurate, current and complete; (b) the accuracy of such information shall be maintained; and (c) use of the Services does not violate any applicable law or regulation and (d) he / she shall be responsible for all activities with respect to the use of the Services or anyone who has access to the Services through the User.

7. No Resale of the Services

The User shall not reproduce, copy, sell, trade or resell or exploit for any commercial purpose any portion of the Services, use of the Services or access to the Services.

8. User Disputes

A User is solely responsible for interactions with other Users. The Company reserves the right, but has no obligation to monitor disputes between the Users.

9. Termination

The Company shall have the right to immediately terminate the User's access to or use of the Services without notice in any one or more of the following events:

- a. if the User commits a breach of any of the terms and conditions contained herein;
- b. if there is a breach of any of the representations and warranties set in Clause 6 above; or
- c. non-payment of any fees owed by the User in connection with the Services.

10. Limitation of Liability

10.1 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property right infringement) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue or projects, loss of data or goodwill, or the loss of use of any equipment or software) which is suffered, sustained or incurred by the User, or any person arising (directly or indirectly) from or out of or relating to the Services or this Agreement

10.2 The Company disclaims any responsibility to control the Content, whether or not the Content is stored by The Company. All information provided through the Services (including without limitation the Content) is for reference purposes only. The Company makes no warranties of any kind in relation to the information and accepts no responsibilities for the accuracy or completeness or timelessness of such information provided through the Services (including without limitation any Content) and do not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, The Company disclaims liability for any error, omission or misstatement in or arising from the Content. The Company does not endorse or recommend any person, names, product or service referred to in the Content. The Company accepts no responsibility and makes no representation or warranty that the Content will not be objectionable or offensive to the User or any other person.

10.3 Use of the Services is at the User's sole risk. The Services are provided on "AS-IS" basis. The Company expressly disclaims warranties of any kind, whether express or implied, including any warranty of fitness for a particular purpose, merchantability and non-infringement.

11. Indemnity

The User shall indemnify and keep The Company fully indemnified against any action, liability, cost, claim, loss, damage, proceedings, expense (including legal costs) suffered or incurred by The Company arising from or which is directly or indirectly relating to the User's or any other person's use of the Services, including without limitation claims arising from or for any act alleged to be illegal, defamation, intellectual property right infringement, damage to computer database, loss of data, distribution of obscene or offensive material.

12. Variation

The Company shall be entitled, at any time, or from time to time, by giving prior notice to the Customer, to vary all or any of these terms and conditions and to impose new terms.

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