Terms of Use

1. Modifications of Terms

To the extent permitted by law, OSCAL reserves the right to modify these terms of use at any time. We recommend that you check the terms regularly for updates. Continued use of this Website after any such changes are released indicates that you understand and accept these changes.

2. Website Information and Explanation

OSCAL manages and operates this Website in Guangdong province, the People's Republic of China. Although you can access this Website anywhere around the world, not all features, products, or services discussed, mentioned, supplied, or provided through or on this Website are available in all countries/regions. Should you choose to visit this Website from countries or regions outside China, you are liable for ensuring your compliance with all applicable local laws in regard to visiting this Website.

3. Website Content

This Website and all of its content, including but not limited to text, images, music, videos, animations, trademarks, patterns, charts, visual interfaces and coding (hereinafter referred to as the "Content"), as well as the concept, design, structure, expression, and display of the Content are owned, controlled, and used by OSCAL with legal authorizations. None of the Content can be used for any commercial purpose in any way without OSCAL's prior written consent, unless otherwise specified in these terms of use. You can download information about OSCAL's products and services from this Website provided that:

(1) It is used only for personal and not commercial purposes.

(2) No alterations of any kind are made to the information.

(3) No further statements or warranties are made to this information or files containing this information.

(4) No representations and/or notifications indicating OSCAL's legal rights and interests in regard to our copyrights to this information are removed.

4. Rules of Use

(1) This Website and the Content cannot be used illegally or beyond the scope outlined in these terms of use, nor can they be used to violate the legal rights and interests of other persons or organizations. You cannot use any form of device, program or algorithm, including those that include spiders, robots, deep-links, page-scrapes, or any identical or similar methods to manually access, obtain, copy, or monitor any part of this Website or the Content. Additionally, you cannot visit, obtain, or copy materials, text, information or other content through methods not supplied by this Website.

(2) You shall not access or use without authorization any content or services on this Website through illegal hacking or password cracking attempts, or by any other illegal means. You shall not track, reverse lookup, crack, or decode any information about the users or visitors of the Website including but not limited to OSCAL ID not owned by you, and misuse or disclose any service or information on this Website in any way.

(3) You shall not test this Website and/or its network for vulnerabilities by scanning, or compromise the security or identity authentication measures adopted by this Website and its services. You shall not violate any of the security mechanisms or authentication measures utilized by this Website or networks that link to it. Neither shall you probe, scan, or otherwise test for any network weaknesses in relation to this Website, or launch any form of cyberattacks against it.

(4) You agree not to use any device, software, or program to interfere or try to interfere with the normal operations or others' use of this Website, or any transactions made on this Website. You shall not engage in any actions that store unreasonable or disproportionate amounts of data on the infrastructures, systems, or networks of this Website, or systems or networks linked with this Website.

(5) You agree to comply with national laws, regulations, and social and public ethics when using this Website and the Content. You shall not use this Website and the Content to engage in any activities that violate laws, infringe upon others' rights and interests, disturb social order, undermine social stability, or engage in any activities that may damage or attempt to damage computer systems and network security.

5. Account, Password, and Security

You may need to register or log in to your OSCAL ID in order to use certain features or services on this Website. You shall be fully responsible for keeping your account and password information secret and confidential, and liable for any behavior under your account in case such information is disclosed due to reasons caused by you. You shall inform OSCAL immediately of any account anomaly, including but limited to password being changed, or unauthorized login to or use of your account. You shall indemnify for losses suffered by OSCAL or other users of this Website if you fail to keep confidential of your account information and as a result, your OSCAL ID is used by others. You must not use others' OSCAL ID without the explicit consent of the account holder. OSCAL shall not assume any responsibility for said losses arising from your breach of this Article.

6. External Links

This Website may contain links to other independent third-party websites, which are provided for your convenience only. OSCAL does not provide any warranties, either express or implied, regarding the content, services, and information provided on linked websites, nor shall these links be taken as OSCAL's recommendation or authorization of the linked websites. You are responsible for your own decisions to interact with any and all linked websites. OSCAL shall not assume any responsibilities on this regard.

7. Privacy

The Privacy and Personal Data Protection Policy is applied to this Website. You can read the details by clicking Privacy Policy at the bottom of each page. It should be noted that neither the network connection nor data transfer is completely safe nor confidential. OSCAL is unable to guarantee the security of the information you provide from being intercepted by others.

8. Intellectual Property Rights

(1) Trademarks: All trademarks and logos used and displayed on the OSCAL website are owned by OSCAL or its licensors. No content posted on OSCAL's website shall be regarded as granting, in an implied, acquiescent or some other way, the permission or right to use these trademarks or logos without written permission from OSCAL or other parties. Without prior written permission, no one shall use OSCAL name, trademark or logo in any way.

(2) Copyrights: All materials and content posted on this Website are protected by copyright laws and owned by OSCAL, unless the ownership is otherwise specified. Without OSCAL's or other concerned party's prior written permission, the materials and content may not be copied, reproduced, distributed, reprinted, published, transmitted as a hyperlink, upload to other servers as images, stored in information retrieval systems, or used for any other commercial purposes. You are free to download or print for non-commercial purposes with all rights statements and labels reserved and without any modification.

9. Rights Reservation

OSCAL reserves the right to perform the following actions at any time without notice:

(1) Suspend or terminate the service of all or part of this Website at any time, irrespective of the reason;

(2) Fix or alter all or part of the Content as well as any applicable policies, terms or clauses;

(3) Suspend operation of all or part of the website for the purposes of maintenance, error corrections, or other such changes at regular or irregular intervals.

10. Disclaimer

OSCAL does not guarantee the availability, continuity and accessibility of this Website, its content nor its services, which are provided on an 'as is' basis. You, as the user, bear all responsibilities for your use of this Website and any linked websites. Should any or all services of this Website leave you unsatisfied, the only remedy for you is to stop using all or part of this Website, as part of your agreement with OSCAL in regard to your use of this Website. Publicly released information on this Website about the types of products and services available, including but not limited to product functions, specifications, parameters, technical standards, and service content may differ between countries/regions. Even the same product may vary in terms of product functions, specifications, parameters, and technical standards at its different stages of development. As website information may not be updated immediately with such changes, there may be variations between what you see online and what are sold on the market. OSCAL does not guarantee the correctness, completeness nor reliability of the content of this Website.

11. Limitations of Liabilities

Unless otherwise prohibited by law, OSCAL shall not be liable for any indirect, consequential, disciplinary, incidental, or punitive damage, including but not limited to loss of benefits, to users in any case, even if OSCAL knows that the aforementioned damage may occur. If your use of this Website results in any form of damage or loss, the full and maximum compensation OSCAL and its partners may make to you will not exceed any subscription or similar fee amounts in relation to your use of the services or functions of this Website. Liability cannot be limited in regard to some legal aspects. Therefore the aforementioned limitation of liability may not be applicable to you.

12. Indemnity

For any third-party request, loss, responsibility, proposition, or expense (including lawyer's fees) filed to OSCAL in regards or relating to your use of this Website, you agree to compensate OSCAL, its directors, employees, agents, partners and other licensed persons.

13. Independent Remedial Measures

Articles 11 "Limitation of Liabilities" and article 12 "Indemnity" are effective independently, even if it is considered that they cannot reach basic purposes or be forcibly executable. Liabilities in Articles 10 and 11 shall be applicable to the extent permitted by relevant effective laws, regardless of whether the loss is caused by: (a) breach of contract; (b) breach of warranty; (c) error or tort (including negligence or misrepresentations); (d) Strict responsibilities; (e) Any other reason.

14. Feedback

Any feedback you provide on this Website is regarded as non-confidential. OSCAL reserves the right to freely use this information.

15. Termination of Services

You agree that if OSCAL considers you to have breached any of these terms of use, OSCAL can terminate or block your access to this Website without prior notice at its own discretion. If OSCAL terminates your access to this Website as a result of your breach of these terms of use, OSCAL bears no responsibility towards you or any third party. You agree that OSCAL reserves the rights to terminate your access to all or part of this Website's functions without prior notice to you at its own discretion, for reasons including but not limited to:

(1) In response to legal requirements or requirements of other government authorities.

(2) In response to your own request (such as requests for account deletion, which may result in online shopping services being unavailable).

(3) Service interruption or major modification to this Website or any of its services.

(4) Unpredictable technological problems.

16. Governing Laws and Jurisdictions

The formation, fulfillment, and interpretation of these terms of use and any dispute arising out of or in connection with them are governed by the applicable laws of the People's Republic of China. These terms of use are signed at Guangming District, Shenzhen, Guangdong Province, the People's Republic of China. Any disputes arising from the content or performance of this Agreement between the two parties shall be settled through negotiation. If the negotiation fails, either party can file a lawsuit with the people's court with proper jurisdiction in the place where these terms of use are signed.

17. Miscellaneous Clauses

These terms of use constitute the full agreement between you and OSCAL in regard to the use of this Website, and replaces any and all prior written or oral agreements between you and OSCAL with regard to use of this Website. With the exception of what is stipulated in other signed agreements between you and OSCAL, OSCAL will not accept any counter-offers in regard to these terms of use.

If OSCAL does not strictly adhere to and carry out these terms of use, it should not be deemed as a waiver of rights by OSCAL regarding the content or the fulfillment of these terms. Any action taken between OSCAL and you or a third-party should not be deemed as an alteration to any of these terms.