Terms of Service

INTRODUCTION

Welcome to XJoin! Your use of XJoin (“*services”* or “*our services*”) is subject to these Terms.

*Compliance with these Terms*

These Terms apply to you if you are a user of our services anywhere in the world. You must comply with these Terms in your use of our services and only use our services as permitted by applicable laws and regulations, wherever you may be when you use them. You must review these Terms and our policies and instructions to understand how you can and cannot use our services. If you do not agree to these Terms, you must not use our services.

*Contracting Entity*

By using our services, you are agreeing to be bound by these Terms of Service between you and UP Online Limited, a Hong Kong company (“*we*”, “*our*” and “*us*”) (these “*Terms*”).

*Other terms in relation to these Terms*

If you are under the age of 13, you must not use our services. If you are between the ages of 13 and 18 (or the relevant age in your jurisdiction where you are considered a minor), your parent or guardian must agree to these Terms (both for themselves and on your behalf) before you can use our services.

If you are using our services on behalf of a company, partnership, association, government or other organization (your “ *Organization*”), you warrant that you are authorized to do so and that you are authorized to bind your Organization to these Terms and in such circumstances “you” will include your Organization.

We may translate these Terms into multiple languages, and in the event there is any difference between the English version and any other language version of these Terms, the English version will apply (to the extent permitted by applicable law).

CHANGES TO TERMS AND OUR SERVICES

We may make changes to these Terms over time, so please come back and review them.

In addition, as our services and user experience are constantly evolving, we may from time to time (and to the extent permitted by applicable law) add, change or remove features from our services (including in relation to whether a service is free of charge or not), or suspend or terminate a service altogether.

YOUR ACCOUNT

You may need to create an account with us in order to access and use some of our services.

Any account you open with us is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other person to access or use your account. Your account name, user ID and other identifiers you adopt within our services remains our property and we can disable, reclaim and reuse these once your account is terminated or deactivated for whatever reason by either you or us.

You are responsible for: (i) safeguarding any passwords used to access your account and our services, and (ii) all use of our services under your account. You must promptly notify us at [support@uponovate.com](mailto:support@uponovate.com) if you know or suspect that your password or account has been compromised.

PAYMENTS

You may, from time to time, make payments to us as part of your use of our services (including for the provision of our services or provision of certain additional features within our services). Our services-specific terms may set out further terms applying to such payments (including in relation to refunds (if any), billing arrangements and any consequences of failing to make timely payments). You must comply with all such terms in relation to your payments to us.

YOUR CONTENT

When you submit, upload, transmit or display any data, information, media or other content in connection with your use of our services (“*Your Content*”), you understand and agree that:

* you will continue to own and be responsible for Your Content;
* we will not sell Your Content to any third party;
* you are giving us and our affiliate companies the right to use Your Content (with no fees or charges payable by us to you) solely for the purposes of providing, promoting, developing and trying to improve our services, including new services that we may provide in the future;
* in using Your Content for these purposes, we and our affiliate companies may copy, reproduce, host, store, process, adapt, modify, translate, perform, distribute and publish Your Content worldwide in all media and by all distribution methods, including those that are developed in the future, provided that they are incorporated into our services which you use; and
* we may share Your Content with third parties that we work with to help provide, promote, develop and improve our services, but these third parties (other than our affiliate companies) will not make any separate use of Your Content for their own purposes (i.e. for any purposes that are not related to our services).
* we are allowed to retain and continue to use Your Content after you stop using our services- for example, where you have shared Your Content with other users of our services; and
* may be required to retain or disclose Your Content in order to comply with applicable laws or regulations, or in order to comply with a court order, subpoena or other legal process, or we and our affiliate companies may disclose Your Content in response to a lawful request by a government authority, law enforcement agency or similar body (whether situated in your jurisdiction or elsewhere). You also agree that we may need to disclose Your Content in order to enforce these Terms, protect our rights, property or safety, or the rights, property or safety of our affiliate companies or other users of our services.

You understand that even if you seek to delete Your Content from our services, it may as a technical and administrative matter take some time or not be possible to achieve this.

*Responsibility for Your Content*

You are solely responsible for Your Content and we recommend that you keep a back-up copy of it at all times. You must at all times ensure that: (i) you have the rights required to submit, transmit or display Your Content, and to grant us the rights as set out in these Terms; and (ii) Your Content (and our use of Your Content in accordance with these Terms) does not infringe or violate the rights of any person or otherwise contravene any applicable laws or regulations.

THIRD PARTY CONTENT AND SERVICES

We are not responsible for and we do not endorse, support or guarantee the lawfulness, accuracy or reliability of any content submitted to, transmitted or displayed by or linked by our services, including content provided by other users of our services or by our advertisers. You acknowledge and agree that by using our services you may be exposed to content which is inaccurate, misleading, defamatory, offensive or unlawful. Any reliance on or use of any content on or accessible from our services by you is at your own risk. Your use of our services does not give you any rights in or to any content you may access or obtain in connection with your use of our services.

We also do not guarantee the quality, reliability or suitability of any third party services provided, made available or linked through our services and we will bear no responsibility for such third party services. If you access third party services through our services, you must comply with any terms and conditions applicable to those services.

We may review (but make no commitment to review) content or third party services made available through our services to determine whether or not they comply with our policies, applicable laws and regulations or are otherwise objectionable. We may remove or refuse to make available or link to certain content or third party services if they infringe intellectual property rights, are obscene, defamatory or abusive, violate any rights or pose any risk to the security or performance of our services.

If you have any concerns regarding any content on or any other aspects of our services, please contact support@upnovate.com.

ADVERTISING CONTENT ON OUR SERVICES

Our services may include advertising or commercial content. You agree that we are allowed to integrate advertising or commercial content into our services and that (where reasonably practicable) we will identify paid services and communications

DIRECT MARKETING

We may use your information for the purpose of sending you advertising or direct marketing (whether by messaging within our services, by email or by other means) that offer or advertise products and services of ours and/or selected third parties. Such products and services include:

* products and services of ours (or our affiliate and subsidiary companies and joint venture partners), including services in relation to messaging, online media and advertising, interactive entertainment, social networking, e-commerce, news and information, payment, internet search, location and mapping, applications, data management, and other related software and services (“Internet Services”); and
* third party providers of Internet Services and products and services relating to public events, dining, food and beverages, sports, music, film, television, live performances and other arts and entertainment, books, magazines and other publications, clothing and accessories, jewellery, cosmetics, personal health and hygiene, electronics, collectibles, housewares, appliances, home decoration and furnishings, pets, automobiles, hotels, transport and travel, banking, insurance and financial services, loyalty and reward programs and other products and services that we think may be relevant to you.

If required by applicable laws, we will honor your request for us to not use your personal information for the direct marketing purposes noted above.

Please note that we will not share your personal information with advertisers unless you have given us your consent to do so. We do, however, share non-personal information with advertisers for the purposes of offering you advertising that is more relevant to you.

OUR INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or to our services and software (including any future updates, upgrades and new versions) will continue to belong to us and our licensors. Except as expressly provided in these Terms, you have no right to use our intellectual property rights. In particular, you have no right to use our trademarks or product names (for example, “UP Online ltd”, “XJoin” ), logos, domain names or other distinctive brand features without our prior written consent. Any comments or suggestions you may provide regarding our services are entirely voluntary and we will be free to use these comments and suggestions at our discretion without any payment or other obligation to you.

Where our services involve you downloading and using any software from us, we grant you a limited, personal, non-exclusive, non-sub licensable, non-transferrable, royalty-free and revocable license to use the software in order to use our services in accordance with these Terms (including any specific technical requirements that relate to the software or its use on your particular device). Please note that these license terms may be supplemented by terms and conditions applicable to the specific software.

You may not copy, modify, reverse compile, reverse engineer or extract source codes from our software, except to the extent that we may not prohibit you from doing so under applicable laws or regulations or you have our prior written consent to do so. Where applicable laws or regulations entitle you to reverse compile or extract source codes from our software, you will first contact us to request the information you need.

We may from time to time provide updates to our software. Such updates may occur automatically or manually. Please note that our services may not operate properly or at all if upgrades or new versions are not installed by you. We do not guarantee that we will make any updates available for any of our software, or that such updates will continue to support your device or system.

WARRANTY AND DISCLAIMER

We warrant to you that we will provide our services using reasonable care and skill.

APART FROM THIS WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATION, ALL OF OUR SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND NEITHER US NOR ANY OF OUR AFFILIATE COMPANIES MAKE ANY REPRESENTATION OR WARRANTY OR GIVES ANY UNDERTAKING IN RELATION TO OUR SERVICES, OUR SOFTWARE OR ANY CONTENT SUBMITTED, TRANSMITTED OR DISPLAYED BY OUR SERVICES, INCLUDING: (I) ANY REPRESENTATION, WARRANTY OR UNDERTAKING THAT OUR SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR FREE FROM VIRUSES; (II) THAT OUR SERVICES OR SOFTWARE WILL BE COMPATIBLE WITH YOUR DEVICE; OR (III) THAT OUR SERVICES OR SOFTWARE WILL BE OF MERCHANTABLE QUALITY, FIT FOR A PARTICULAR PURPOSE OR NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON. TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATION, YOU WAIVE ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.

LIABILITY FOR OUR SERVICES AND SOFTWARE

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, THE TOTAL AGGREGATE LIABILITY OF US AND OUR AFFILIATE COMPANIES FOR ALL CLAIMS IN CONNECTION WITH THESE TERMS, THE GENERAL END USER LICENCE AGREEMENT OR OUR SERVICES OR SOFTWARE, ARISING OUT OF ANY CIRCUMSTANCES, WILL BE LIMITED TO THE GREATER OF THE FOLLOWING AMOUNTS: (I) THE AMOUNT THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SPECIFIC SERVICE OR SOFTWARE TO WHICH THE CLAIM RELATES IN THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATE COMPANIES BE LIABLE IN CONNECTION WITH THESE TERMS, THE GENERAL END USER LICENCE AGREEMENT OR OUR SERVICES OR SOFTWARE FOR ANY DAMAGES CAUSED BY: (I) ANY NATURAL DISASTER SUCH AS FLOODS, EARTHQUAKES OR EPIDEMICS; (II) ANY SOCIAL EVENT SUCH AS WARS, RIOTS OR GOVERNMENT ACTIONS; (III) ANY COMPUTER VIRUS, TROJAN HORSE OR OTHER DAMAGE CAUSED BY MALWARE OR HACKERS; (IV) ANY MALFUNCTION OR FAILURE OF OUR OR YOUR SOFTWARE, SYSTEM, HARDWARE OR CONNECTIVITY; (V) IMPROPER OR UNAUTHORISED USE OF OUR SERVICES OR SOFTWARE; (VI) YOUR USE OF OUR SERVICES OR SOFTWARE IN BREACH OF THESE TERMS OR THE GENERAL END USER LICENCE AGREEMENT; OR (VII) ANY REASONS BEYOND OUR REASONABLE CONTROL OR PREDICTABILITY. NOR WILL WE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOSS OF BUSINESS, REVENUES, PROFITS, GOODWILL, CONTENT OR DATA.

Nothing in these Terms limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under applicable laws and regulations:

* any liability for death or personal injury;
* any liability for gross negligence or wilful misconduct; or
* any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws and regulations.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY OF YOUR STATUTORY RIGHTS IN YOUR JURISDICTION (INCLUDING ANY RIGHTS UNDER APPLICABLE CONSUMER PROTECTION REGULATION), TO THE EXTENT THESE MAY NOT BE EXCLUDED OR WAIVED UNDER APPLICABLE LAWS AND REGULATIONS.

YOU AGREE THAT YOU (AND YOUR ORGANISATION, IF YOU ARE USING OUR SERVICES OR SOFTWARE ON BEHALF OF SUCH ORGANISATION) INDEMNIFY US, OUR PARTNERS AND OUR AFFILIATE COMPANIES FROM AND AGAINST ANY CLAIM, SUIT, ACTION, DEMAND, DAMAGE, DEBT, LOSS, COST, EXPENSE (INCLUDING LITIGATION COSTS AND ATTORNEYS’ FEES) AND LIABILITY ARISING FROM: (I) YOUR USE OF OUR SERVICES OR SOFTWARE; OR (II) YOUR BREACH OF THESE TERMS OR ANY TERMS OF THE GENERAL END USER LICENCE AGREEMENT.

Please note that we are not responsible for any third party charges you incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of our services or software.

TERMINATION

These Terms will apply to your use of our services until access to the relevant services is terminated by either you or us.

We may suspend or terminate your access to your account or any or all of our services: (i) if we reasonably believe that you have breached these Terms; (ii) if your use of our services creates risk for us or for other users of our services, gives rise to a threat of potential third party claims against us or is potentially damaging to our reputation; (iii) if you fail to use our services for a prolonged period; or (iv) for any other reason. Where reasonably practicable, we will give you notice of any suspension or termination.

GENERAL

These Terms are the entire agreement between you and us in relation to our services. You agree that you will have no claim against us for any statement which is not explicitly set out in these Terms. The invalidity of any provision of these Terms (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision). If a court holds that we cannot enforce any part of these Terms as drafted, we may replace those terms with similar terms to the extent enforceable under applicable law, without changing the remaining terms of these Terms. No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision. Any rights and obligations under these Terms which by their nature should survive, including but not limited to any obligations in relation to the liability of, or indemnities (if any) given by, the respective parties, will remain in effect after termination or expiration of these Terms.

No person other than you and us will have any right to enforce these Terms against any person, and you may not delegate, assign or transfer these Terms or any rights or obligations under these Terms, by operation of law or otherwise without our consent. We may freely assign, transfer or sub-contract these Terms or our rights and obligations under these Terms, in whole or in part, without your prior consent or notice. You acknowledge and agree that in no event will our partners or affiliate companies have any liability under these Terms.