

Terms and Conditions		
<p>The Terms and Conditions stated therein (collectively, the "Agreement") constitute a legal agreement between you and A YAU B Limited (“the Company”, “we”, "our", “A YAU B”) stating the Terms and Conditions that govern your use of any services and properties such as websites or applications (“the Platform”) owned and operated by the Company. The Company’s registered office is at Room 2607, Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong. In order to use the services and properties of the Company, you must agree to the Terms and Conditions that are set out below. By using or receiving any services supplied to you by the Platform, and downloading, installing and/or using the Platform, you hereby expressly acknowledge and agree to be bound by the Terms and Conditions set forth in this Agreement. If you do not agree to these Terms and Conditions, do not access or use the Platform. The Company reserves the right to update and/or modify the Terms and Conditions of this Agreement at any time, effective upon posting of this Agreement on the Platform. Additionally, the Company reserves the right to refuse access to and use of the Platform under this Agreement.</p>		
1.	Eligibility	
	Access to and use of the Platform is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By accessing or using the Platform, you represent and warrant that you are eligible.	
2.	The Company’s Role and Relationship with Users	
	<p>We are an online web and mobile application that connects users requesting for beauty services (known as “Consumers” thereafter) with users who provide beauty services (known as “Merchant” for singular and “Merchants” for plurals thereafter). Services are defined as services available for request via the Platform. Consumers and Merchants (collectively as “Users”) acknowledge and agree that we are solely a venue for communications and neutral facilitator. The Company does not itself provide services. The provision of all services is up to the Merchants, which may be scheduled through use of the Platform. There is one type of connection made between the Users of the Platform, that is Transaction-Based Connections. It refers to Service requests and bookings in which the Company facilitates the payments for such as charging the Consumer for the cost of the service provided by the Merchants and subsequently paying out the cost of service/ treatment, net of Handling fee, Administrative fee, to the Merchants (“Transaction-Based Connections”, “Transaction-Based Services”).</p>	
	2.1	Companies
		The Company, through the Platform, offers information and a method to obtain services/ treatments. The Company does not provide the Services/ Treatments listed on the Platform and it is up to third-party Merchants to offer

		the Services/ Treatments to Consumers and it is up to the Consumers to accept such Services/ Treatments. The service/ treatment of the Company is to link Consumers with third-party Merchants but does not nor is it intended to provide the Services/ Treatments or any act that can be construed in any way as an act of the Services/ Treatments.
	2.2	Consumers
		Where you are a Consumer, you may only access the Services using authorized means. You agree that the Merchants are independent contractors and by no means constitute in any form an employment relationship between the Merchants and you, unless otherwise indicated.
	2.3	Merchants are Independent Contractors
		Where you are a Merchants, you represent and agree that you are an independent contractor providing service to Consumers, unless otherwise indicated. Merchants acknowledge that they will rely on their own experience and professional knowledge or skill in the provision of Services to the Consumer and that the Company will not provide them with any instruction, supervision and advice. Merchants agree to prepare the necessary tools and comply with the Laws of Hong Kong as to the required obligation of an independent contract (including purchase of valid insurance coverage) in order to provide the Services lawfully. Merchants will assume responsibility for their own chance of profit and risk of loss. As independent contractors in the provision of Services, the Merchants acknowledge that they will not be entitled to any rights or benefits, as employee or otherwise, under statutory provisions, including but not exclusively those under the Employment Ordinance and the Employees Compensation Ordinance such as annual leave, sick leave, contribution to Provident Fund or Mandatory Provident Fund and taxation. There is NO employment relationship formed between the Merchants, the Consumers and/or the Company through the Services provided by the Merchants, unless otherwise indicated. Merchants SHALL NOT utilize the Platform to obtain employment and Consumers SHALL NOT regard themselves as an employer of the Merchants, unless otherwise indicated.
3.	Registration and Bidding Procedures	
	3.1	General Procedure
		To access and participate in the Platform, you will need to create a password-protected account (known as “account” thereafter). In order to register and create an account on the Platform, Consumers must agree to the Terms and Conditions and provide any other information required by the Platform for

	<p>registration, while Merchants must (a) agree to the Terms and Conditions, (b) provide any other information required by the Platform for registration, and (c) be verified through SMS verification.</p> <p>Upon filing a request for Services, Consumers will receive bids from different Merchants. Consumers are entitled to select the suitable Merchants based on ratings and reviews of the Merchants provided by Consumers of the Platform. In opening the request for bidding by Merchants, we do not undertake to provide Consumers with bids from suitable Merchants, nor do we guarantee to Merchants that they will be selected by the Consumers who submit the requests.</p> <p>Once selected by Consumers, Merchants undertake to perform the Services pursuant to their contract with Consumers. Merchants shall, at their own costs and expenses, prepare and/or purchase and maintain the necessary equipment and tools to provide services to Consumers. Merchants warrant and undertake to the Company that they have the necessary licenses, qualification, skills and experience to provide the Service. The Merchants may choose to assign, sub-contract or transfer the Services opportunities referred to appropriate and qualified Merchants as long as the referee is approved by the Consumer. The Merchants acknowledge that its their responsibility and not the Company's responsibility to arrange and maintain all necessary or required insurance in respect of the Services or in relation to the provision of the Services on their own account and at their own cost at all times. Merchants understand that they will hold full responsibility in the settlement of claims and the recovery of losses raised by the Consumers in relationship to the provision of the Services. Merchants acknowledge that they are wholly responsible for providing true, valid and complete information to the Government of Hong Kong SAR to fulfill the Hong Kong taxation requirements for being a self-employed person or business entity in the provision of the Services. It's the Merchants' responsibility, not that of the Company's to file applicable profit tax return in respect of all earnings for a tax year, including those earned from the provision of the Services.</p> <p>Consumers are obliged to observe the terms of their contract with Merchants, and to furnish payment to Merchants on a mutually-agreed date. Merchants are not entitled to non-performance of their contractual obligations, unless there was a material failure to comply with contractual obligations on the Consumers' part, including but not limited to the Consumers' refusal to pay.</p>
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	3.2	Inactive Account
		For Merchants, an account is deemed "Inactive" if it has not been logged in for 6 months or more. An email reminder will be sent out before your account expiration. Simply log-in to keep its current status. If an account is "Inactive", you will not be able to log-in as a Merchants. However, you will still be able to select for services as a Consumer. If an account is "Inactive", credits associated with the account will expire. To reactivate, please contact us at XXXXXX@ayaub.com, A YAU B reserves the right to permanently terminate any inactive accounts.
4.	Merchants - Fees, Charges and Taxes	
	<p>Merchants acknowledge and accept that they shall be liable to pay the Company for every service/ treatment that they list on the Platform. Merchants will use the Company's credits to bid. Each service requires a specific number of the Company's credits to quote. Please refer to the Company's Credit System for more information on current pricing. Unless otherwise stated, returns for the Company's credits are not permitted unless Consumers do not view the quotes submitted within 48 hours of submission and Merchants do not view Consumers' contact number. In this case, the Company's credits are returned, and not a cash refund. Please refer to our FAQ (https://xxxxxxx) for more information on credits usage, expiration and return procedures.</p> <p>The fees are exclusive of all sales, good and services tax, as well as charges of fees enacted in the future. Merchants shall be liable to pay Goods and Services Tax ("GST") and any other applicable tax or statutory levies on the amount of fee at the prevailing statutory rate. It is free of charge for Consumers to submit service requests on the Platform. The transaction for payment between Users takes place offline and not through the Platform.</p> <p>A valid credit card is required for Merchants to pay the fees and any other charges. By inputting the details of a valid credit card onto the Platform, Merchants agree and authorize the Company to automatically charge any fees to such card.</p> <p>The Company reserves the right to adjust the number of credits required per quote and the cost per credit at anytime.</p> <p>We will use third party services to process credit card payments. We retain the right, in our sole discretion, to place a hold on your credit card for an ordered or completed service transaction. While we do not store your credit card information, the credit</p>	

	<p>card information may be encrypted and stored securely at a PCI-Compliant third-party payment service provider for your next booking or payment.</p> <p>We reserve the right to suspend the processing of any transaction or disable or limit the use of the credit card in the event of any error in transaction which results in decline or chargeback from the financial institution or where we reasonably believe that the credit card has been used for a transaction that may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the Terms of Use. You agree that you will cooperate in relation to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place. You shall be responsible to resolve any disputes with your credit card company on your own.</p> <p>Additionally, the Company reserves the right to penalize Users in breach of this Terms and Conditions, e.g. by suspending their accounts, without prejudice to other measures that the Company is entitled to take against Users in breach. Such Users are liable to be punished with a fine, including but not limited to an account re-activation fee for the re-activation of an account that has been de-activated due to Users' violation of the Terms and Conditions.</p>	
	4.1	Non-Refund Policy
		Payments for the Company's credits are not refundable under any circumstances, including but not limited to the termination of accounts and cancellation of services.
5.	No guarantees or endorsements for services provided by Merchants	
	<p>We do not guarantee that Merchants will be punctual, or will attend any of the scheduled appointments, as Merchants are not employees, contractors or agents of the Company, nor are we an agent for the Merchants, unless otherwise indicated.</p> <p>We make no guarantees or representations regarding the skills and/or the outcome or quality of service performed by Merchants. We do not endorse or recommend the services of any particular Merchants. Any reference on the Platform or at the premises of the Merchants to the Company's verifications (i.e. A YAU B verified) indicates only that the Merchants is a registered member of the Platform, and is not an endorsement, certification or guarantee by the Company. Additionally, the Company reserves the right not to issue or to remove without notice to Users the Company's verification to Merchants if Merchants are in breach of the Agreement,</p>	

	<p>if the verification was issued incorrectly or obtained falsely, or for any other reasons requiring its removal by the Company. Consumers should exercise due diligence and caution when deciding to hire Merchants.</p> <p>We do not perform and is not responsible for the performance of Services requested by Consumers. In terms of the provision of Services by Merchants and all other related matters, Consumers contract directly with Merchants, and their contractual rights are governed by the contractual terms between them and by applicable laws.</p>		
6.	Release from damages or claims between Consumers and Merchants		
	<p>Where Consumers have a dispute with Merchants, the former should address such disputes with the Merchants directly. Users hereby agree to release the Company (and our officers, directors, affiliates, employees and agents) from any damages or claims (including consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with such dispute. To the extent that the Company's Platform connects a Consumer to a Merchants for the purposes of providing or obtaining services, the Company will not be responsible for assessing the suitability, legality or ability of any Merchants and you expressly waive and release the Company from any and all liability, claims or damages arising from or in any way related to the Merchants.</p>		
7.	Transaction – Based Connections and Billing		
	<p>We offer Transaction-Based booking service ("Transaction-Based Connections", "Transaction-Based Services"). These Transaction-Based Connections are governed by Terms and Conditions you agree to when you purchase the Transaction-Based Connections. The following terms apply to all the Transaction-Based Connections on A YAU B.</p>		
	7.1	General Information	
		1.	These terms of Transaction-Based Connections and Billing apply to every Transaction-Based Connection a Consumer books or purchases from Merchants on the Platform.
		2.	The Services shall mean the goods and/or services to be supplied and/or provided by the Merchants to the Consumer, as specified on the Platform.
		3.	The Merchants is a third party unrelated to the Company that sells and/or provides the Services/ Treatments. A YAU B does not sell, supply and/or provide the Services/ Treatments. It only provides the

			platform for the Merchants to post and display the Transaction-Based Connections.
		4.	A YAU B reserves the right to unilaterally amend these Terms of Transaction-Based Connections and Billing at any time. All amendments to these Terms of Transaction-Based Connections and Billing will be posted online. You will be bound only to the version of the Terms of Transaction-Based Connections and Billing you agreed to at the time you purchase and/or book a Transaction-Based Services.
	7.2	Book or Purchase of a Transaction-Based Service	
		1.	You must be at least 18 years old to book or purchase a Transaction-Based Service. Before you can make a booking or purchase you need to register and create an account with A YAU B.
		2.	By booking and/or purchasing you submit an offer to Merchants to buy the Transaction-Based Service. However, the purchase of the Transaction-Based Service is not complete until you have completed the payment successfully and receive an email from A YAU B confirming acceptance of your offer. A YAU B and or Merchants expressly reserves the right to reject your offer. In addition, even if Merchants has accepted your offer, it can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any fraud against A YAU B and/or Merchants, an affiliated third party of A YAU B or the Merchants.
	7.3	Responsibility for the Services:	
		Please note that the Merchants, and not A YAU B, is :	
		1.	the seller, supplier and/or provider of the Services;
		2.	solely responsible for providing the Consumer with the Services.
	7.4	A YAU B's Standards of Services and Liability	
		1.	A YAU B is an online platform for Merchants to post and display the Transaction-Based Service.
		2.	A YAU B does not promise the completeness, fitness for purpose or legality of the Services. A YAU B is not liable for the quality, timeliness, accuracy, reliability, safety, usability or any other aspect of the Services.
		3.	For Transaction-Based Services, we cannot guarantee the work performed by a listed Merchants, the Company will, however, upon Consumers' request, provide assistance in resolving disputes and

			processing any necessary refunds between you and a Merchants. For Transaction-Based Services, the Company will also be responsible for facilitating the transaction between the Merchants and Consumers. Such assistance in no way nullifies the release and indemnification described in these Terms and Conditions.
	7.5	Payments	
		1.	You represent that you are at least the minimum age required to enter into a legal agreement. You agree to pay us for any Transaction-Based Services you purchase from us, as well as all other charges incurred under your account, including applicable taxes and fees. You are responsible for all charges incurred under your account, including purchases made by you or anyone you allow to use your account or any sub-or linked accounts (including any person with implied, actual, or apparent authority) or anyone who gains access to your account as a result of your failure to safeguard your authentication credentials.
		2.	You authorize and direct us to charge your designated payment method for these charges. You authorize and direct us to retain all information about any payment method(s) associated with your account. We may import payment information you entered during a prior purchase and provide you the option to use that payment information during purchase of a new product/ service/ treatment. You permit us to obtain and use updated information from the issuer of your payment method in accordance with the policies and procedures of any applicable card brands. We may in some instances continue charging a payment method past its expiration date at our discretion and subject to the payment processors' or issuing bank's approval. Surcharges may apply if you use certain payment methods, such as payment from your checking or savings account.
		3.	We may take steps to verify the validity of the credit card information you provide to us, including debiting amounts less than \$1.00 from your credit card and then immediately crediting it back. You authorize us to do so for verification and anti-fraud purposes.
	7.6	Amendment and Cancellation	
		1.	Transaction-Based Services can be refunded and/or modified but an administrative fee may be levied.
8.	No guarantees or endorsements for services provided by Merchants		

	<p>We do not guarantee that Merchants will be punctual, or will attend any of the scheduled appointments, as Merchants are not employees, contractors or agents of the Company, nor are we an agent for the Merchants, unless otherwise indicated.</p> <p>We make no guarantees or representations regarding the skills and/or the outcome or quality of service performed by Merchants. We do not endorse or recommend the services of any particular Merchants. Any reference on the Platform or at the premises of a Merchants to the Company's verifications (i.e. A YAU B verified) indicates only that the Merchants is a registered member of the Platform, and is not an endorsement, certification or guarantee by the Company. Additionally, the Company reserves the right not to issue or to remove without notice to Users the Company's verification to Merchants if Merchants are in breach of the Agreement, if the verification was issued incorrectly or obtained falsely, or for any other reasons requiring its removal by the Company. Consumers should exercise due diligence and caution when deciding to hire Merchants.</p> <p>We do not perform the Services requested by Consumers.</p>
9.	Release from damages or claims between Consumers and Merchants
	<p>Users hereby agree to release the Company (and our officers, directors, affiliates, employees and agents) from any damages or claims (including consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with disputes between Users. To the extent that the Company's Platform connects a Consumer to a Merchants for the purposes of providing or obtaining services, the Company will not be responsible for assessing the suitability, legality or ability of any Merchants and you expressly waive and release the Company from any and all liability, claims or damages arising from or in any way related to the Merchants.</p> <p>For Transaction-Based Services, we cannot guarantee the work performed by a listed Merchants, the Company will, however, upon Consumers' request, provide assistance in resolving disputes and processing any necessary refunds between you and a Merchants. For Transaction-Based Services, the Company will also, upon Consumers' request, facilitate the transaction between Merchants and Consumers. Such assistance in no way nullifies the release and indemnification described in these Terms and Conditions. Users acknowledge and agree that we are solely a venue for communications and neutral facilitator and are not directly involved in the provision of Services.</p>

10.	Dispute Resolution Assistance
	<p>For Transaction-Based Services, while we cannot guarantee the work performed by a listed Merchants, the Company may, upon your request, provide assistance in resolving disputes between you and a Merchants. You must participate and use good faith efforts to resolve problems through the Company resolution process. Additionally, for Transaction-Based Services, the Company will, upon Consumers' request, provide assistance in facilitating and processing refunds on behalf of Merchants. Such assistance in no way nullifies the release and indemnification described in these Terms and Conditions.</p>
11.	Use of the Platform and Prohibited Uses
	<p>As a User of the Platform, you agree to comply with the Agreement and all applicable laws and regulations. You acknowledge and agree that the Platform is for your personal use only. You undertake not to misuse or attempt to misuse or circumvent the Platform, or are using or attempting to use the Platform for any unlawful, immoral, inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming. You may not use the Platform to recreate or compete with the Company, or to solicit or harass other Users, or for any other purpose not contemplated herein. You are prohibited from advertising or soliciting services not within the ambit of any of the services offered by the Platform at the material time when the advertisement or solicitation was publicized.</p> <p>All personal information about Users are confidential, and you may not collect, harvest or publish any personally identifiable data including but not limited to names or other account information, from the Platform. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to the Company for any such damages, and will indemnify the Company in the event of any third-party claims against the Company based on or arising from your violation of the foregoing. Additionally, the Company reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies, for your misuse or suspected misuse of the Platform.</p>
12.	Information Provided To Us
	<p>Upon registering on the Platform, Consumers will be prompted to disclose certain information about yourself and your service request, while Merchants will be</p>

	<p>prompted to disclose certain personal information and information about your expertise. You will be able to store some of the information on the Platform. Some of the information provided will be shared with other Users. By providing the information to the Platform, or by submitting a service request, you expressly request and expressly consent to being contacted by us and by Merchants via phone, email, mail text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, in order that the Company may perform its role of connecting Consumers with Merchants , to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. For more information on our use of your information, please refer to our Privacy Policy.</p> <p>By completing a service request, Consumers promise that all information provided (including but not limited to your contact information, and any Ratings and Reviews of Merchants that you provide) will be accurate, current and truthful to the best of your knowledge. By registering as a Merchants, Merchants are obliged to ensure that the information provided are accurate, current and truthful to the best of their knowledge during the term of his registration. If you provide any information that is untrue, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to refuse any current or future use of the Platform (or any portion thereof) by you. You are responsible for maintaining the security and confidentiality of your account. As such, the Company shall be entitled to assume that any person using the Platform with your log-in email and password is you or your representative, and you are liable for any damages arising out of any unauthorized use of the Platform by persons to whom you intentionally or negligently allow access to your account.</p> <p>To knowingly input false information, including but not limited to name, phone number, address or e-mail address is a very serious and fraudulent matter that could result in significant costs and damages including invasion of privacy rights, to the company and its Merchants, and its Consumers, as well as the loss of time, effort and expense responding to and pursuing such false information and request, and further, could result in regulatory fines and penalties. Accordingly, the Company reserves all rights to penalize Users for providing falsified information on the Platform, and/or to require these Users to pay for the actual, direct, punitive and consequential damages, and any regulatory or judicial fines or penalties that may</p>
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		arise from such intentional, misleading, harmful and fraudulent activity, plus reasonable legal fees, cost and expenses relating thereto, whichever is greater.
13.	Contact between the company and its Merchants with consumers	
	13.1	SM Messaging
		By submitting a service request, Users agree that the Company and its Merchants may send you informational text (SMS) messages as part of the normal business practice of the Company. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from the Company at any time by contacting the Company at (852) 6219-9126. You acknowledge that by opting out of receiving text (SMS) messages from the Company and its Merchants, your use of the Platform may be impacted.
	13.2	Email
		Likewise, by submitting a service request, Users agree that the Company and its Merchants may send you emails as part of the normal business practice of the Company. These emails may be used as part of the normal business practice of the Company, including but not limited to, marketing, relationship communications and transactional confirmations. Users can choose to opt-out of receiving marketing emails. For more information, please refer to our Privacy Policy.
14.	User Generated Content	
	<p>You agree that all of the content and information posted by you or your agents or designees, with the exception of certain Personal Data as specified on our Privacy Policy, on the Platform, including but not limited to:</p> <ol style="list-style-type: none"> 1. Ratings & Reviews, 2. Photographs or Images, 3. Comments, Questions and/or Answers, 4. Any other content (collectively, "Content") may be viewed by the general public and will not be treated as private, proprietary or confidential. <p>You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the</p>	

		extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
	14.1	Grant of License
		You hereby grant the Company and its Users an irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertisements near and adjacent to your Content in any format or media (whether now know or hereafter created) on the Platform in any manner that we deem appropriate or necessary, including, if submitted, your name, and likeness throughout the world. Users agree that the license granted to the Platform shall be perpetual, and shall not be affected by the termination of the Platform or their account.
	14.2	Representation of Ownership and Right to use content
		By posting or providing any Content to the Company, you represent and warrant to the Company that you own or have all necessary rights to use the Content, and grant to the Company the rights granted below. The forgoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.
	14.3	Content Guidelines
		<p>The Company reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other Users post on the Platform, at any time and without prior notice, if the Company determines (in its sole discretion) that such content contains or features any of the following:</p> <ol style="list-style-type: none"> 1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g. racist/discriminatory speech); 2. References to illegal activity; 3. Language that violates the standards of good taste or the standards of the Platform; 4. Statements that are or appear to be false;

		<ol style="list-style-type: none"> 5. Comments that disparage the Company. 6. With respect to Ratings and Reviews of Merchants, all of the above and in addition the following: 7. Reviews that do not address the services of the Merchant or reviews with no qualitative value (e.g. "work has not started yet") 8. Comments concerning a different Merchant. 9. Information not related to work requested in the service request. 10. If a dispute arises between a Consumer and Merchant, the rating submitted may be held in pending status until resolution is reached. Consumers represent and warrant that any Rating and Review provided is accurate and truthful, and that they will only provide a Rating and Review for a Merchant that has performed Services for them pursuant to their applicable service request.
	14.4	Copyright and trademark policies
		Dispute on Copyright and Trademark: You agree to abide by our Copyright Infringement Policy on notifying us if there is any User Content that are in copyright and trademark disputes. You agree that we may send any notices sent in accordance with our Copyright Infringement policy to users who uploaded the User Content at question.
	14.5	Copyright Infringement Policy
		<p>A YAU B does not tolerate anyone that abuses other's intellectual property. Please let our Customer Service Team know if you believe A YAU B has infringed your trademark or copyright. Please send us an email with the following information:</p> <ol style="list-style-type: none"> 1. Identify the trademarked or copyrighted work that you believe is infringed 2. Identify the allegedly infringing content/information that can allow A YAU B to locate it on their website/APP (ex. URL) 3. Proof that the use of the content indicated above was not authorized by the trademark/copyright owner or its agent. 4. You declare that the information you have provided is accurate and that you are the trademark/copyright owner or authorized to represent the owner. 5. Your address, telephone number, email address, and your electronic or physical signature
15.	Intellectual Property Right	

	<p>All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively, “Proprietary Material”) that Users see or read through the Platform is owned by the Company, excluding user-generated content that the Company has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. The Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the Copyright Ordinance of Hong Kong SAR, Chapter 528 of the Laws of Hong Kong SAR (the “Ordinance”), where practicable as amended. The Proprietary Material is protected by domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Platform without the Company’s express prior written consent and, if applicable, the holder of the rights to the user generated content. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without the prior permission of the Company and, if applicable, the holder of the rights to the user generated content.</p> <p>The service marks and trademarks of Company, including without limitation the Company and the Company logos are service marks owned by the Company. Any other trademarks, service marks, logos and/or trade names appearing via the Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.</p>
16.	<p>Merchants Pre-Screening Procedures and Disclaimers</p> <p>While the Company takes certain steps to verify the identity of Merchants, such verification is based on the information provided to us by Merchants. Thus, we cannot confirm that Merchants are who they claimed to be and we cannot and do not assume any responsibility for the accuracy or reliability of the identity or background check or any information provided by Merchants themselves. Additionally, the aforementioned screening procedures are performed solely at the time the Merchants register on the Platform, and the information provided may change and expire over time. While we require Merchants to provide updated, current and accurate information in their profiles, we are under no obligation to update or to ensure that the information provided by Merchants are accurate, current, and truthful. Consumers are advised to verify the information presented in the professional profile before hiring them.</p>

	<p>DISCLAIMER: THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE SCREENING PROCESS, PROCEDURE, OR INFORMATION OBTAINED OR PRESENT IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.</p> <p>For Transaction-Based Connections, the Company takes certain Know Your Customer steps to verify the identity of Merchants including onboarding procedures such as employment screening, interviewing, entering into contractual relationships and on-site visits, though not necessarily all these steps together.</p>
17.	Ratings & Reviews are not endorsed by the Company
	<p>All Ratings and Reviews of a Merchant displayed reflect the opinions of other Consumers, and do not reflect or represent the opinions or representations of the Company. The Company disclaims any and all representations or warranties with regard to the Ratings and Reviews. The Company does not assume responsibility or liability for any Review or for any claims, damages, or losses resulting from any use of the Platform or the materials contained therein.</p>
18.	Articles and Other Content
	<p>The Company provides content relating to the services offered by Merchants in the Platform. Such contents are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a professional.</p>
19.	Links to Third Party Sites
	<p>Links (such as hyperlinks) provided on the Platform do not constitute the endorsement by the Company of those sites or their content. Such links are provided as an information service, for reference and convenience only. The Company does not control any such sites, and is not responsible for their content, or any changes or updates to such sites. The existence of links on the Platform to such websites (including without limitation external websites that are provided by Merchants, as well as any advertisements displayed in connection therewith) does not mean that</p>

	<p>the Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.</p> <p>The use of any website controlled, owned or operated by third parties is governed by the Terms and Conditions of use and privacy policies for those websites, and not by the Company's Terms and Conditions or Privacy Policy. You access such third-party websites at your own risk. The Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Platform. You hereby agree to hold the Company harmless from any liability that may result from the use of links that may appear on the Platform.</p>	
20.	Disclaimer of warranties	
	20.1	Use of the Platform is entirely at Users' own risk.
		<p>The Platform is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties or representations about the accuracy or completeness of the content provided through the service or the content of any sites linked to the service and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein. Except as expressly set forth herein, the Company expressly disclaims any implied warranties of any kind, including, but not limited to, warranties of merchantability or fitness for a particular purpose. The Terms and Conditions will inure to the benefit of the company's successors, assigns and licensees. If any provision of these terms and conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of the company to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. The section titles in the terms and conditions are for convenience only and have no legal or contractual effect. These Terms and</p>

		Conditions constitute the entire agreement between you and the Company, and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.
	20.2	No joint venture, agency, or employment
		Users do not have authority to enter into contracts or commitments, whether written or oral, implied or express, on behalf of the Company. You acknowledge that we do not supervise, direct, or control a Merchant's work or Services performed in any manner. Merchants may voluntarily wear a Company uniform or other Company badges purely for the purpose of identifying themselves as a service person contacted through the Platform or advertising and promotion service in exchange for monetary benefits. You understand and agree that if we are found to be liable for any claim in connection with your use of Services, then you will immediately reimburse and pay to us an equivalent amount, including any interest or penalties thereon. You further agree to indemnify, hold harmless and defend us from any and all claims that a Merchant was classified as an independent contractor or an employee, any claims that we were an employer or joint employer of a Merchant, and any claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, overtime pay, MPF, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, or any other employee benefits.
21.	Exemption and Limitation of Liability	
		You acknowledge and agree that the Company is only willing to provide the Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold the Company, its affiliates, its licensors, its clients in promotions, sweepstakes or contests, or any of such parties' agents, employees, officers, directors, corporate clients, or users liable for any damage, suits, claims, and/or controversies (collectively, "liabilities") that have arisen or may arise, whether known or unknown, relating to your or any other party's use of or inability to use the service, including without limitation any liabilities arising in connection with the conduct, act or omission of any user (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any user, any instruction, advice, act, or service

	<p>provided by the company or its affiliates or licensors and any destruction of your information.</p> <p>Under no circumstances will the Company, its affiliates, its licensors, or any of such parties' agents, employees, officers, directors, corporate clients, or users be liable for any direct, indirect, incidental, consequential, special or exemplary damages arising in connection with your use of or inability to use the services, even if advised of the possibility of the same.</p> <p>The Company does not accept any liability with respect to the quality or fitness of any work performed via the platform.</p> <p>If, notwithstanding the foregoing exclusions, it is determined that the Company or its affiliates, its licensors, or any of such parties' agents, employees, officers, directors, corporate clients, or users is liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to the company during the six (6) months prior to the time such claim arose.</p>
22.	Indemnification
	<p>You hereby agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all claim, loss, expense or demand of liability, including attorneys', investigators', and experts' (or similar) fees, disbursements and costs incurred, in connection with (i) your use or inability to use the Platform, in connection with the Platform, with regard to any dispute between you and a Merchants, or your violation of these Terms and Conditions, or arising from your violation of any rights of a third party. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of the Company.</p>
23.	Arbitration
	<p>Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre (HKIAC). The place of arbitration shall be in Hong Kong at HKIAC. There shall only be one arbitrator. The languages to be used in the arbitral proceedings shall be English and/or Chinese.</p>

24.	Governing Law
	<p>This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. The Hong Kong courts are to have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement for which purpose each party agrees to submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.</p>