

Terms of Use

The terms of Use (the "TOU") shall apply to your use of the service of "Filelug" (including all of its related service, the "Service") provided by WU-BEN CO., LTD. ("WU-BEN", "we", "us" or "our").

By accessing or using any of the Service, you agree to be bound by the TOU. The TOU expressly incorporate by reference and include the Service's Privacy Policy and any additional terms posted and/or updated on the Service from time to time. If you do not agree with any part of the TOU, please do not use the Service.

1. Ownership of the Service

You acknowledge and agree that all content comprised within the Service, including without limitation, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, videos, audio, images, applications, programs, computer code and other information shall be owned by WU-BEN, its licensors or its content providers and is protected by copyright, trademark and other intellectual property, unfair competition laws and all applicable laws and regulations.

2. Limitation of Use

2.1 You may not copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate or create derivative works from, or sell, rent or license all or any part of the content comprised within the Service, in any medium to anyone, except as otherwise expressly permitted under the TOU, or any relevant license or subscription agreement or authorization by us.

2.2 You may not reverse engineer, disassemble, decompile or translate any software in the Service, or otherwise attempt to derive the source code of such software, except to the extent expressly permitted under applicable law, without our prior written approval. You may not engage in the systematic retrieval from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory without our prior written approval.

2.3 You may not attempt to gain unauthorized access to any portion or feature of the Service, any other systems or networks connected to the Service or to any WU-BEN server, accessed from or distributed through the Service. You may not probe, scan or test the vulnerability of the Service or any network connected to the Service or breach or attempt to breach the security or authentication measures on the Service or any network connected to the Service.

3. Content Transmitted Through the Service

3.1 The Service allows you to upload, submit, store, send or receive content. Except as otherwise provided in any additional terms for a Service, we are not responsible for any of the content that is not owned by WU-BEN.

3.2 You may not use the Service to publish or distribute any information (including software or other content) which is illegal, which violates or infringes upon the rights of any other person, which is defamatory, abusive, hateful, profane, pornographic, threatening or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law. The liability arising out of the content uploaded, submitted, stored, sent or received by you shall solely borne by you.

4. Links

The Service may contain links to third-party sites or resources. We do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from external sites or resources linked to the Service. Transactions that occur between you and any third party are strictly between you and the third party and are not the responsibility of WU-BEN.

5. Disclaimer of Warranty and Liability

5.1 We provide the Service with a commercially reasonable level of skill and care, but neither WU-BEN nor its suppliers or licensors make any specific promises about the Service. For example, we don't make any commitment that the operation of the Service will be uninterrupted or error-free; that any defects will be corrected; that the Service, including the server that makes them available, are free of viruses or other harmful components; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement, operation or result obtained from the use of any content provided on, accessible from or distributed through the Service.

5.2 WU-BEN AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SERVICE AND ALL CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICE "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE AND NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH WU-BEN AND ITS SUPPLIERS AND LICENSORS DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR USE OF THE SERVICE AND ALL CONTENT, INCLUDED IN OR ACCESSIBLE FROM THE SERVICE ARE AT YOUR SOLE RISK.

5.3 TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL WU-BEN OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE, OR SHALL THE LIABILITY OF WU-BEN OR ITS SUPPLIERS AND LICENSORS EXCEED A SUM EQUAL TO THE FEES PAID BY YOU HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

You hereby agree to indemnify and hold WU-BEN, its directors, officers, shareholders, predecessors, successors in interest, employees, agents, suppliers and licensors harmless from and against any and all third-party claims of liability, losses, damages and costs, including, without limitation, reasonable attorneys' or legal fees, arising out of or in connection with your violation of the TOU, and your use of or inability to use any of the Service.

7. Registered Information and Password

7.1 The Service requires you to register. You agree to provide accurate and complete registration information. It is your responsibility to inform WU-BEN of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. WU-BEN does not permit a) anyone

other than you to use the sections requiring your registration information by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. As a registered user of the Service, WU-BEN grants to you a non-transferable, non-exclusive and revocable license to use the Service according to the TOU.

7.2 As you use a password to access the Service, you shall not reveal your password and shall take reasonable steps to keep your password confidential and secure. You agree to immediately notify WU-BEN if you become aware of or have reason to believe that there is any unauthorized use of your password or account or any other breach of security. WU-BEN is in no way liable for any claims or losses related to the use or misuse of your password or account due to the activities of any third party outside of our control or due to your failure to maintain their confidentiality and security.

8. Term and Termination

Any license granted to you to use the Service is effective until it expires, until WU-BEN terminates it, or until you provide notice to WU-BEN of your decision to terminate it. Your rights under the license will terminate automatically without notice to you if you fail to comply with any of the provisions of the TOU. WU-BEN reserves the right to suspend, discontinue or change the Service, or its availability to you, at any time without notice. Upon termination of the license to the Service, you shall cease all use of the Service.

9. No Assignment

You may not assign your rights or obligations under the TOU to anyone.

10. No Waiver

Neither failure nor delay on the part of WU-BEN to exercise or enforce any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No part of the TOU shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

11. Compliance with Law

You agree to comply with relevant laws and regulations that apply to your use of the Service.

12. Severability

If any provision in the TOU is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

13. Governing Laws and Jurisdiction

All matters relating to your access to or use of the Service, including all disputes, shall be governed by and construed in accordance with the laws of Taiwan, R.O.C., without regard to its conflicts of law principles. The exclusive jurisdiction and venue with respect to any action or suit arising out of or pertaining to the subject matter hereof shall be the Taiwan Taipei District Court located in Taipei, Taiwan.

14. Changes

WU-BEN reserves the right to change, modify, add or remove any portions of the TOU in its sole discretion from time to time and without prior notice. Please check the TOU periodically for any modifications. Your continued use of any Service following the posting of any changes will mean that you have accepted and agreed to the then-current changes.