

These Terms and Conditions apply to all businesses and customers that use RatedFrog <http://www.ratedfrog.com/> (referred to in these Terms of Use as the "Website").

- I. These Terms of Use ("Terms") govern your use of our website located at <http://www.ratedfrog.com/> ("Website") and form a binding contractual agreement between you (the user of the Website) and RatedFrog.
- II. By using the Website you acknowledge and agree that you have had sufficient opportunity to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Website. RatedFrog attempts to match the needs and requirements of Customers to Businesses for the provision of services. You acknowledge and agree that RatedFrog is in no way directly involved in any transactions between customers and businesses and only provides this medium to facilitate the connection of customers and businesses. RatedFrog in no way guarantees the services of the businesses nor does it provide any guarantees as to the authenticity and financial stability of customers. Please contact us with any questions before you use the Website, you can contact us at support@RatedFrog.com.
- III. Acceptance of the terms and conditions of this website do not form an agency relationship between you and RatedFrog.

For Customers requesting a service

The Website is available for you to access based on your acceptance without alteration of the set out below. By continuing to access the Website you are agreeing to the terms and conditions set out below.

1. Use of material on the Website

- a. You may not use the Website, or the material contained on it, for any purpose. This involves:
 - i. the reproduction of the material in any form;
 - ii. the distribution of the material in any form;
 - iii. re-transmission of the material by any medium of communication;
 - iv. uploading and/or reposting the material to any other site on the WWW
- b. Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material.
- c. You may not modify or copy:
 - i. the layout of the Website; and
 - ii. any computer software and code contained in the Website.

- d. RatedFrog reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:
 - i. re-sold and/or re-distributed in any material form;
 - ii. stored in any storage media; and/or
 - iii. re-transmitted in any media
- e. without the prior written consent from RatedFrog.

2. Working with business and fees

- a. Using our Website and placing your job to be quoted for by a Business is free. However when you accept a quote and enter into a contract with a Business for that job you will be solely liable to that Business for the work performed. RatedFrog accepts no liability for invoices or costs of those Businesses which successfully bid for your job.
- b. At the time of listing and prior to accepting a quote the Customer should make their own reasonable enquiries and searches to ascertain the credibility and suitability of that business to perform the job.

3. Introductions to Businesses

- a. The Website provides introductions to Businesses owned and operated by third parties and which are not under the control of RatedFrog.
- b. In relation to the Businesses and to which you have been introduced, RatedFrog:
 - i. provides connections to the Businesses as a convenience to you and the existence of a link or introduction to the Businesses does not imply any endorsement by RatedFrog of that Business; and
 - ii. is not responsible for the actions and services provided by those Businesses.
- c. You are solely and completely responsible for the selection of the quote. RatedFrog makes no recommendations nor prescribes the method of choice of successful Business to be chosen by the Customer.

4. Disclaimer relating to the introduced Businesses

- a. RatedFrog is making the Website available for others to publish information without assuming a duty of care to users. RatedFrog is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked or introduced Businesses.
- b. To the full extent permitted by law RatedFrog disclaims any and all warranties, express or implied, regarding:
 - i. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked Business; and
 - ii. merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked Businesses.

- c. RatedFrog will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
 - i. acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Businesses ; and
 - ii. using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked Businesses.

5. Disclaimer relating to RatedFrog

- a. RatedFrog does not warrant guarantee or make any representation that:
 - i. the Website, or the server that makes the site available on the WWW are free of software viruses;
 - ii. the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - iii. errors and defects in the Website will be corrected.
- b. RatedFrog is not liable to you for:
 - i. errors or omissions in the Website, or linked Businesses on the WWW;
 - ii. delays to, interruptions of or cessation of the services provided in the Website, or linked Businesses ; and
 - iii. defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of RatedFrog, its employees or independent contractors, or through any other cause.
- c. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

6. Use of information gathered

- a. RatedFrog and/or people authorised by it may gather and process the information:
 - i. which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
 - ii. regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.
- b. RatedFrog may authorise others to offer you goods and services using the information acquired through (i) and (ii) above.

7. Termination of access

- a. RatedFrog may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and RatedFrog has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

8. Alteration of Terms of Use

- a. RatedFrog reserves the right to change these Terms of Use:

- i. with or without further notice to you; and
- ii. without giving you any explanation or justification for such change.

For Businesses

This Website is available to provide information about your product or service conditional on your acceptance without alteration of the terms and conditions set out below. By continuing to provide information about your product or service you are agreeing to the terms and conditions set out below.

1. Uploading your information

- a. You represent and warrant in relation to any material and/or information you provide to the Website that:
 - i. you are authorised to provide the material and/or information;
 - ii. the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
 - iii. the material and/or information is not the “passing off” of any product or service and does not constitute unfair competition;
 - iv. the material and/or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
 - v. the material and/or information does not infringe any legislation or regulations of the Hong Kong SAR or any law in any country where the material and/or information is or will be available electronically to users of this Website.

2. Licence to use intellectual property

- a. By uploading any material which is intellectual property including, but not limited to, copyrighted works, trademarks and service marks (the “intellectual property”) on to the Website, you are granting RatedFrog a perpetual, non-exclusive and payment-free licence throughout the world to:
 - i. reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users; and
 - ii. allow RatedFrog to sub-licence others the same rights granted to RatedFrog in (i) above.

3. Quoting and winning Customer jobs

- a. You acknowledge and agree that any and all of the terms and conditions pertaining to the job and the quote constitute a contract between the Business and the Customer and does not involve or implicate RatedFrog in anyway.
- b. You acknowledge and agree that RatedFrog plays no role in the method of selection by the Customer of the selected quote.

4. Removal of information

- a. In relation to any material and/or information included on the Website, RatedFrog may remove any material and/or information, including but not limited to links to Businesses, at any time without giving any explanation or justification for removing the material and/or information.

5. Limit of liability

- a. RatedFrog and its respective officers, employees and agents have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly. This applies in relation to or in connection with any material and/or information supplied in respect of advertising or bidding for jobs on this Website; and as a consequence of removing any material and/or information from this Website.
- b. The Business warrants that it will perform all services in accordance with legislative and industry standards and that they have taken out and will maintain any required insurances, approvals and licences as required by law.

6. Indemnity

- a. You will at all times indemnify and keep indemnified RatedFrog and its respective officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of any breach of this Agreement by you; and publication of or distribution of the material and/or information supplied by you.

7. Termination of access

- a. RatedFrog may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and RatedFrog has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

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 - i. with or without further notice to you; and
 - ii. without giving you any explanation or justification for such change.

9. Relevant jurisdiction

- a. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.