

[Smart English Co. Ltd.] - **Terms of Use****1. Acceptance of terms and interpretation**

- 1.1 This website, e-Mall (“e-Mall”) and Products (“e-Products”) are owned and operated by at [Smart English Co. Ltd.] (“Robin Education”). Please read this Term of Use (“TOU”) carefully before visiting this website and its webpages (“Website”) and using the services provided herein. Access to the Website is subject to this TOU set out hereinbelow. By using the Website [<https://www.robineducation.com/>], it will signify the users’ acceptance of this TOU.
- 1.2 In this TOU, user(s) is/are defined as those person(s) who visit(s) this Website, e-Mall (“e-Mall”) and Products (“e-Products”). Users, who visit this Website, e-Mall and e-Products (no matter whether they use the Website Services or not), are deemed to accept the terms and conditions of this TOU and shall be bound by the terms and conditions hereof. The term “e-Products” is defined hereinbelow.
- 1.3 [Smart English Co. Ltd.] reserves all its rights to alter, modify, change, amend and etc. of terms and conditions of this TOU at any time without notice to any user. Users are advised to and responsible for regularly reviewing terms and conditions this TOU before using any Website Services (as defined hereinbelow), e-Mall and/or e-Products. Users’ continued use of the Website, e-Mall and/or e-Products shall constitute their agreement to all such modified or altered terms and conditions.
- 1.4 Under this TOU, save where the context otherwise requires: -
- (a) words in the singular shall include the plural, and vice versa;
 - (b) the masculine gender shall include the feminine and neutral and vice versa;
 - (c) a reference to a person shall include a reference to a firm, a body corporate, an unincorporated association or to a person's executors or administrators;
 - (d) the headings in this TOU are for convenience only and shall not affect the interpretation of any provision of this TOU;
- 1.5 **PROPRIETARY SERVICES FOR REGISTERED USERS:** [Smart English Co. Ltd.] operates an electronic platform/system that enable users (no matter whether they are students, instructors, agents, staffs and administrators of educational institutions or organizations to access and use certain online products, facilities and services offered by [Smart English Co. Ltd.] through this Website, e-Mall and e-Products. The materials on this Website includes general non-proprietary information available to all users of the Website, but in order to access and use the Website Services (as defined hereinbelow), e-mail and e-Products, a user will be required to register on the Website, e-Mall and e-Products respectively or through his/her educational institution. If any of the users register to use this Website

Services, services of e-Mall and e-Products on behalf of any educational institution or organization, such user will be required to comply with all additional terms and conditions in connection with the registration process such those terms and conditions stipulated in the respective subscription agreement or other documents (if any) made between the subscriber and [Smart English Co. Ltd.]

- 1.6 **RESTRICTIONS ON USE:** User(s) shall not, and shall cause its/his/her employees, officers, directors, members managers, partners agents, third party service providers, or other designated persons not to, take any of the following actions:
- (a) creating or enabling the creation of derivative works, modifications, or adaptations of any of the Website Services (as defined hereinbelow), e-Mall and e-Products (as defined hereinbelow);
 - (b) decompiling, reverse engineering or disassembling any of the Website Services (as defined hereinbelow), services of e-Mall and e-Products (as all defined hereinbelow);
 - (c) distributing or disclosing any of materials and information (except non-proprietary information available to all users) obtained from the Website Services (as defined hereinbelow), e-Mall and e-Products (as all defined hereinbelow) to third parties;
 - (d) removing or modifying any proprietary marking or restrictive legends placed on any of the Website Service (as defined hereinbelow), e-Mall and e-Products (as all defined hereinbelow); or
 - (e) using any robot, spider, other automatic device or programme or manual process to monitor, copy or reproduce any of the Website Services (as defined hereinbelow), e-Mall and e-Products (as all defined hereinbelow).
- 1.7 If any provision of this TOU shall be held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this TOU but the legality, validity or enforceability of the remainder of this TOU shall not be affected.
- 1.8 This TOU shall also apply to (i) Website; (ii) e-Mall and (iii)e-products such as ePlatforms, Apps, CDs, eBooks, POPs, e-Teaching aids, ipens and other e-products of [Smart English Co. Ltd.] ("**e-Products**"); and (ii) other learning and teaching resource books & materials (whether in printed form or digital version) and other products offered by [Smart English Co. Ltd.] ("**Products**") to the extent that any term of this TOU is applicable thereto.
- 1.9 This TOU shall be governed by and construed in accordance with the laws of Hong Kong and each user irrevocably agrees that the Courts of Hong Kong shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this TOU and any matter arising therefrom.

2. Trademarks, copyrights and other intellectual property rights

- 2.1. Unless otherwise indicated, [Smart English Co. Ltd.] owns all intellectual property rights in the text, images, audio/video clips, pictures, charts, diagrams, articles, extract of books/journals/magazines, software, games, teaching tools, activities, devices and other content of the Website and those information and materials contained in e-Products and Products ("**Materials**"). Except and save general non-proprietary information available to all users, any reproduction, redistribution, transmission, unauthorized use or otherwise dealing with the Materials without the prior written approval of [Smart English Co. Ltd.] is strictly prohibited.
- 2.2 For avoidance of doubt, the intellectual property rights of the Materials exclusively belong to [Smart English Co. Ltd.] and for protection of the intellectual property rights of e-Products owned by [Smart English Co. Ltd.], all users are not allowed to reproduce, republish, disassemble, decompile, reverse engineer, or any attempt to discover or gain access to the source code thereof.

3. Description of website services and others

- 3.1 In this website, [Smart English Co. Ltd.] provides the users with access to a variety of resources such as Materials, Software (as defined hereinbelow) and etc. which may include the download services, communication forums, information-providing, online products and other services offered by [Smart English Co. Ltd.] in this Website (**collectively "Website Services"**). The Website Services, including any subsequent updates, enhancements, modifications, new features, and/or the addition of any new web properties, are subject to this TOU. For the avoidance of doubt, the ownership (together with all intellectual property rights) of the Website and the content of the Website Services shall, in all aspects and at all time, belong to [Smart English Co. Ltd.] solely and exclusively.
- 3.2 Any user, who intends to use the Website Services, e-Products, Products and e-Mall, shall be subject to this TOU and those additional terms imposed by [Smart English Co. Ltd.] (if applicable).

4. Privacy and protection of personal information

- 4.1 Subject to Clause 4.2 hereinbelow, each of the users hereby expressly and voluntarily grants its/his/her consent to provide [Smart English Co. Ltd.] with its/his/her personal data directly, such as when an user creates a login account with [Smart English Co. Ltd.] as directed or [Smart English Co. Ltd.], at its sole discretion, distributes a login account with login details to an user, administers its/his/her

organization's licensing account and etc. Users hereby allows and consents [Smart English Co. Ltd.] to collect and use the personal data of the users to: -

- (a) operate [Smart English Co. Ltd.] and its group's business effectively;
- (b) provide users with [Smart English Co. Ltd.]'s promotional materials;
- (c) handle and follow up the request or complaint lodged by the users;
- (d) pass to [Smart English Co. Ltd.]'s legal representatives for seeking legal advice thereto and/or for any purpose relating to any of civil or criminal litigation(s);
- (e) use the personal data for the communication with them; and
- (f) to divulge them in accordance with the law or to any regulatory bodies upon their respective request(s).

- 4.2 The submission of personal data to [Smart English Co. Ltd.] is voluntary. An user has the option not to tender its/his/her personal data to [Smart English Co. Ltd.] by notifying [Smart English Co. Ltd.] at its email address at [Email address/communication method]. However, insufficient personal data may prevent [Smart English Co. Ltd.] from responding to and handling a request or answering an enquiry.

5. Software available on this Website / E-Products

- 5.1 Any software is made available to download from the Website Services ("**Software**") is also the copyrighted work and intellectual properties of [Smart English Co. Ltd.] and the ownership thereof (including but not limited to its intellectual property rights) shall belong to [Smart English Co. Ltd.] solely and exclusively. Use of the Software by the users is subject to and governed by this TOU and those additional terms imposed by [Smart English Co. Ltd.] but in any event, all users thereof are treated as licencees only and no ownership and intellectual property rights of the Software will be assigned to any of the users. The Software is made available for download solely for use by those users as a licensee and subject to this TOU and those additional terms imposed by [Smart English Co. Ltd.] (if applicable). Unless otherwise stated or indicated, any reproduction, redistribution, transmission, download, unauthorized use or otherwise dealing with the Materials and Software, without prior written approval of [Smart English Co. Ltd.], is expressly and strictly prohibited.
- 5.2 Unless otherwise stated or indicated, all Materials and Software are the copyrighted work and intellectual property of [Smart English Co. Ltd.] solely. [Smart English Co. Ltd.] reserves all rights to the Materials and the Software.

- 5.3 Users hereby agrees that [Smart English Co. Ltd.] shall not be liable for any liability that any of users incur or may incur as a result of visiting this Website and e-Mall, using e-Products and downloading the Software and/or Materials through the use of the Website Services and others.
- 5.4 Without prior written approval of [Smart English Co. Ltd.], all users are not allowed to:
- (a) use the Materials, e-Products and Software for any purpose not allowed by [Smart English Co. Ltd.];
 - (b) distribute and pass the Materials to third parties, including by posting the Materials on any networked computer for access by any other computer on the network, or broadcast the Materials in any media; or
 - (c) remove, modify or tamper with any copyright notices (if any);
 - (d) make any alteration and modifications to the Materials and/or the Software; and
 - (e) transfer or distribute any login details of this Website, e-Products. e-Mall distributed to any party (whether an individual or a company) without the prior written approval of [Smart English Co. Ltd.].
- 5.5 Materials specified above do not include the design or layout of this Website or any other [Smart English Co. Ltd.] -owned, operated, licensed, or controlled website. Websites of [Smart English Co. Ltd.] including this Website are protected by the relevant law of trademark, copyrights or those laws applicable to the protection of intellectual property rights. No logo, mark, graphic, diagram, sound, image and etc. from this Website may be copied or retransmitted unless expressly permitted by [Smart English Co. Ltd.] in writing.
- 5.6 All intellectual property rights of the Website Services, e-Mall, e-Products, Products, the Software and Materials shall belong to [Smart English Co. Ltd.] solely and exclusively and all users are licensees only subject to the terms of this TOU and all those additional terms imposed by [Smart English Co. Ltd.] as [Smart English Co. Ltd.] thinks fit, if any.

6. Liability disclaimer and indemnity

- 6.1 The information, Materials, Software, products and services included in or available through this Website, e-Mall and e-Products may include inaccuracies or typographical errors. Changes are periodically made to this Website, e-Mall and e-Products and to the information contained therein and users should not assume that the information contained therein are complete or up-to-date. [Smart English Co. Ltd.] makes no representation about the suitability and accuracy of the information contained in the Materials, e-Mall, e-Products, Software, Products and related materials such as graphics, charts, diagrams etc. published as part of the services for any purpose. All such Materials,

Software, related materials such graphics, charts, diagrams and etc. are provided as “AS IS” without warranty of any kind.

- 6.2 [Smart English Co. Ltd.] also disclaims all warranties and conditions with regarding to the above, including all warranties and conditions of title, merchantability, whether statutory, express or implied, fitness for a particular purpose and non-infringement. The Materials, Software and related materials such graphics, charts, diagrams etc. on or downloaded from this Website, Products and/or e-Products could include technical inaccuracies, typographical errors, subsequent changes and etc. [Smart English Co. Ltd.] may make improvements and/or changes to the Website Services and/or the Materials at any time as [Smart English Co. Ltd.] thinks fit.
- 6.3 In no event shall [Smart English Co. Ltd.] be liable for any special, incidental, direct, indirect, or consequential damages or any damages whatsoever in nature resulting from loss of use, data or profits and etc., whether in an action of contract, negligence, other tortious action or etc., arising out of or in connection with the use or performance of the Website Services, services of e-Mall and/or e-Products, any provision of or failure to provide the use or performance of the Website Services, services of e-Mall and/or e-Products, or any information/Materials available from the Website Services, e-Mall and/or e-Products.
- 6.4 The Website, e-Mall and e-Products may contain advertisements by third parties. Unless otherwise specifically stated, [Smart English Co. Ltd.] does not endorse or makes any representation regarding the liability, quality or accuracy of any products or services featured in, or linked to any advertisement that appears on the Website, e-Mall and e-Products.
- 6.5 All users of this Website, e-Mall and e-Products should be at or above the age of 13 years. [Smart English Co. Ltd.] has hereby given its advice to all users that for children at or above the age of 13 years but r below the age of 18, they should use this Website, e-Mall and e-Products for whatever purpose with the consent and proper supervision of their parents or guardian. All users below the age of 13 are strictly prohibited to visit and use this Website, e-Mall and e-Products.
- 6.6 Each of the users hereby agrees to indemnify [Smart English Co. Ltd.] against any claim, losses, costs and damages (including but not limited to any legal fees and disbursements) suffered or incurred by [Smart English Co. Ltd.] as a result of any other person’s use of this Website (including Website Services), e-Mall and e-Products by using its/his/her user’s ID or login ID or login details and/or password or any omission, default or mistake made by the user.
- 6.7 [Smart English Co. Ltd.] shall do its best endeavor to ensure the security of the use of this Website, e-Mall and e-Products but all users are hereby advised to take proper precaution and security measure

to safeguard themselves in visiting this Website, e-Mall and e-Products and using the Website Services, services of e-Malls and e-Products therein. In case that this Website, e-Mall and/or e-Products is invaded or hacked which causes any loss to any user, no blame and complaint shall be made to [Smart English Co. Ltd.] and no liability shall be borne by [Smart English Co. Ltd.].

7. Unsolicited idea submission policy

- 7.1 Neither [Smart English Co. Ltd.] nor any of its employees accept or consider unsolicited ideas, including but not limited to ideas for new advertising campaigns, promotions, products or technologies, processes, materials, marketing plans, product names and etc. Despite [Smart English Co. Ltd.]’s makes its stance clear that no user is requested to send [Smart English Co. Ltd.] of its/his/her ideas or materials, any user still send them to [Smart English Co. Ltd.] or its employees by any means of communication and [Smart English Co. Ltd.] makes no assurance that such ideas or materials will be treated as confidential or proprietary and no blame shall be made to [Smart English Co. Ltd.].

8. Member account password and security

- 8.1 If any visit or use of the Website Services, services of e-Products and e-Mall requires a user to open an account, the user must complete the registration process by providing [Smart English Co. Ltd.] with current, complete, and accurate information as prompted by the applicable registration form. The user will be given or distributed by [Smart English Co. Ltd.] a login account with login details or create a login account as directed by [Smart English Co. Ltd.]. Any user is entirely responsible for maintaining the confidentiality of its/his/her password, login details and any other non-public account information. Furthermore, any user is entirely responsible for any and all activities that occur under its/his/her account. All users shall notify [Smart English Co. Ltd.] immediately of any unauthorized or unlawful use of its/his/her account or any other breach of security. [Smart English Co. Ltd.] will not be liable for any loss that the user(s) may incur as a result of someone else using its/his/her name, login details, password, or account, either with or without its/his/her knowledge. However, user(s) shall be held fully liable for all losses incurred by [Smart English Co. Ltd.] or another party due to someone else using its/his/her user name, login ID, login details, password or account to visit the Website, e-Mall and e-Products or use the Website Services, services of e-Mall and e-Products. No one shall be allowed to use anyone else's (login) account at any time without prior written permission of [Smart English Co. Ltd.].

9. No unlawful or prohibited use

9.1 As a condition of the use of the Website Services, e-Mall and e-Products, no user is allowed to use the Website Services, services of e-Mall and e-Products, the Materials and Software for any purpose that is unlawful or prohibited by this TOU, under any laws of Hong Kong or the laws of other proper jurisdictions of the place where the users use the Website Services, services of e-Mall and e-Products. User(s) are not allowed to use the Website Services, e-Mall and e-Products in any manner that could damage, disable, overburden, or impair any [Smart English Co. Ltd.]’s server (“[Smart English Co. Ltd.] **Server**”), or any networks connected to any [Smart English Co. Ltd.] Server, or that could interfere with any other party's use and enjoyment of any Website Services and services of e-Mall and e-Products. No one is allowed to make any attempt to gain unauthorized access to any Website Services, services of e-Mall and e-Products, other accounts, computer systems, or networks connected to any [Smart English Co. Ltd.] server or to any of the Website Services, services of e-Mall and e-Products through hacking, password mining, or any other means. Unless otherwise approved by [Smart English Co. Ltd.], no one is allowed to obtain or attempt to obtain any material or information through any means not intentionally made available through the Website Services, services of e-Mall and e-Products.

10. Use of communication services

10.1 The Website Services and other services of [Smart English Co. Ltd.] may contain message or communication facilities with similar nature of chat forum and etc. (if any) designed to enable any user to communicate or share materials, information, opinion and etc. with others (each a “**Communication Service**” and collectively the “**Communication Services**”). All users shall agree to use the Communication Services only to post, send, and receive messages and materials that are proper and, when applicable, related to the particular Communication Service. In using the Communication Services, no user is not allowed to: -

- use the Communication Services in connection with surveys or contests (except and to the extent offered by [Smart English Co. Ltd.]), pyramid schemes, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material or information;

- upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or have received all necessary consent to do the same;
- use any material or information, including images or photographs, which are made available through the Website Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- advertise or offer to sell or buy any goods or services for any business purpose, unless a Communications Service specifically allows such messages;
- download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, or distributed in such manner;
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- restrict or inhibit any other unauthorized person (not allowed by [Smart English Co. Ltd.]) from using and enjoying the Communication Services;
- violate any code of conduct or other guidelines (if any) that may be applicable for any particular Communication Service;
- collect information about others, including e-mail addresses;
- violate any applicable laws or regulations;
- create a false identity for the purpose of misleading others; or
- use, download, or otherwise copy or provide (whether or not for a fee) to a person or entity any directory of users of the Website Services or other user or usage information or any portion thereof.

10.2 [Smart English Co. Ltd.] has no obligation to monitor the Communication Services. However, [Smart English Co. Ltd.] reserves its right to review materials posted to the Communication Services and to remove, erase or delete any materials in its sole discretion without notice. [Smart English Co. Ltd.]

reserves its right to terminate any access to any Communication Service at any time, without notice, for any reason whatsoever.

- 10.3 [Smart English Co. Ltd.] reserves its right at all times to disclose any information to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in [Smart English Co. Ltd.] 's sole discretion.
- 10.4 [Smart English Co. Ltd.] specifically disclaims any liability with regard to the Communication Services and any actions resulting from any participation in any Communication Services.
- 10.5 Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction, or dissemination. Users are responsible for adhering to such limitations if anyone downloads such materials.

11. Termination

- 11.1 [Smart English Co. Ltd.] shall be entitled to cease any user using the Website Services, services of e-mail and e-Products and prohibit any user from visiting the Website. e-mail and e-Products respectively without giving any prior notice if any of the following circumstances arises: -
 - (a) an user fails to pay any fee or payment to [Smart English Co. Ltd.] for using the Website Services, e-Mall and e-Products respectively (if applicable) or is indebted to [Smart English Co. Ltd.] for any reason;
 - (b) an user becomes bankrupt;
 - (c) an user breaches any term of this TOU;
 - (d) an user breaches any agreement with [Smart English Co. Ltd.];
 - (e) an user terminates its/his/her (login) account to the Website Services, e-Mall or e-Products respectively; or
 - (f) an user, if [Smart English Co. Ltd.] considers, does not properly use or is suspected of not properly using the Website Services, services of e-Mall or e-Products respectively
- 11.2 Without prejudice to the above, [Smart English Co. Ltd.] shall, at any time and at its own discretion: -
 - (a) suspend or close the Website and e-Mall, and stop rendering the Website Services, services of e-Mall or e-Products without any prior notice or tendering any reason therefor; or
 - (b) have full rights to stop or prohibit any user from visiting the Website. e-Mall and e-Products and cease to provide the Website Services and services of e-Mall and e-Products to any user without giving any reason or tendering any explanation.

11.3 Each of the Users hereby agrees to waive all claims, action, proceedings and etc. against [Smart English Co. Ltd.] for any loss and damage in case that [Smart English Co. Ltd.] exercises its rights under this Clause 11.

12. Reservation of rights

12.1 [Smart English Co. Ltd.] retains all its rights, titles, and interests in and to this Website, Software, Materials, e-Mall, e-Products, the Website Services and services of e-Mall and e-Products including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights thereof. [Smart English Co. Ltd.] reserves all rights not expressly granted.

12.2 All rights of [Smart English Co. Ltd.] are hereby expressly reserved.

Remark:

1. If there is Chinese version of this Use of Terms and the content therein (if any) has any difference with English version thereof, the English version shall prevail.
2. [Smart English Co. Ltd.] reserves its rights to revise, alter, modify this TOS at any time, which [Smart English Co. Ltd.] thinks fit and appropriate, without any prior notice to the Subscriber and the Subscriber is advised to and responsible for regularly reviewing the updated terms and conditions of TOS (Website link of Term of Subscribe).