

## **TERMS OF SERVICE**

*Important – please read these terms carefully. The Terms and Conditions stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you and SnapFlat. By using this Platform, you agree that you have read, understood, accepted and agreed with the Terms of Use. If you do not agree to the Terms of Use of the Platform (as defined below) and wish to discontinue using the Platform, please do not continue using the Platform.*

*Last Updated: August 26, 2016*

### **The Platform**

SnapFlat’s Platform focuses on helping Landlords, Departing Tenants and Flat Searchers in their Tenant or Property search. Departing Tenants can upload a description and pictures of their flat to SnapFlat, and schedule viewings in their flat through SnapFlat – in order to earn money. Landlords can ask SnapFlat to act as their property agent – and find their next tenant before their current tenant moves out. Flat Searchers can browse flats and schedule viewings online, and enjoy the services of SnapFlat’s property agents (i.e. rent negotiation, preparation of tenancy agreement) – without paying any agent commission or service fee.

## **PART 1: PLATFORM TERMS**

### **1. DEFINITIONS**

“Account” means a password-protected account created by a User to access and participates in certain features of the Platform.

“You or your” means the person or the entity’s representative that accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors. It is understood that if you use the Platform or open an Account on behalf of a business, you represent and warrant that you have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business, and “you” and “your” herein shall refer to that business.

“User” means any person using or accessing the Platform.

“Platform” means SnapFlat’s website at <https://www.snapflat.hk>.

“Services” means the services provided by SnapFlat.

“Content” means all Content that SnapFlat makes available through its Platform and Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party.

“SnapFlat” and “We” means SnapFlat Ltd., 4F, 38 Sai Street, Sheung Wan, Hong Kong.

“Properties” and “Flat” means residential (or residential & commercial) properties.

“Landlord” means any person or company owning a property (as of the records of the Land Registry).

“Departing Tenant” means any person renting a property who intends to move out of the property in the near future.

“Flat Searcher” means any person currently looking for a property to rent.

“Agent” means any person employed by SnapFlat Ltd. that holds a valid license either as Estate Agent or Salesperson in Hong Kong.

“Availabilities” mean any time slot as defined by the departing tenant at which the property can be visited by Flat Searchers.

“Viewings” and “Visits” mean any available time slot as defined by the departing tenant that has been booked by Flat searchers in order to visit the property.

“Listings” mean any property currently posted on the Platform.

“Agency Agreement” means a legally binding Agreement between SnapFlat and the Landlord (Form 5) and SnapFlat and the Flat Searcher (Form 6) as prescribed by Hong Kong’s Estate Agency Authority (EAA).

“Extra Terms” mean any special contractual and legally binding term as defined by SnapFlat Ltd. between SnapFlat and the Landlord, and between SnapFlat and the Flat Searcher.

## **2. USE OF PLATFORM**

As a condition of using the Platform, you warrant that at the time of your access to the Platform that:

- (a) you are at least 18 years old;
- (b) you possess the legal authority to create a binding legal obligation under the applicable law;
- (c) you are fully able and competent to enter into the terms, conditions, obligations, representations, and responsibilities set forth in these Terms of Use, and to abide by and comply with these Terms of Use;
- (d) you will maintain the accuracy of such information; and
- (e) your use of the Platform and Services offered through this Platform does not violate any applicable law or regulation. Your Account may be terminated without warning if SnapFlat believes that you are under the age of 18 or that you are not complying with any applicable federal, state or local laws, rules, regulations or our terms.

It shall be your responsibility to safeguard your Platform account information. You hereby acknowledge and agree that SnapFlat will not be liable for your losses caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of SnapFlat or others due to such unauthorized use.

## **PART 2: USE OF ACCOUNT & SNAPFLAT SERVICES**

### **1. USE OF ACCOUNT**

You acknowledge and agree that you shall comply with the following terms and policies regarding your account that:

- You will provide truthful, accurate and complete information when creating your Account and you will maintain the accuracy of such information throughout the use of the Platform.
- You shall not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Platform for any purpose without SnapFlat's prior written approval.
- You shall not in any manual or automated manner, collect Landlord, Flat Searcher, Departing Tenant, Listing or Property information, including but not limited to, names, addresses, phone numbers, or email addresses, copy copyrighted text, or otherwise misuse or misappropriate Platform information or content, including but not limited to, use on a "mirrored", competitive, or third party site.
- You shall not in any way transmit more request messages to the SnapFlat servers, or any server of a SnapFlat subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. SnapFlat reserves the right to revoke these exceptions either generally or in specific cases.
- You shall not recruit, solicit, or contact in any form Landlords, Flat Searchers, Departing Tenants or Agents for business development purposes (e.g. to identify properties available for rent) or for employment or contracting for a business not affiliated with SnapFlat without express written permission from SnapFlat.
- You shall not take any action that (i) unreasonably encumbers or, in SnapFlat's sole discretion, may unreasonably encumber the Platform's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Platform or any third-party participation in the Platform; or (iii) bypasses SnapFlat's measures that are used to prevent or restrict access to the Platform.
- You agree not to collect, harvest or publish any personally identifiable data, including without limitation, names or other account information, from the Platform, nor to use the communication systems provided by the Platform for any commercial solicitation purposes.
- If you do not meet, or are unable to comply with, any of the above-referenced membership eligibility criteria or Account Policies, please do not use the Platform. Should SnapFlat find that you violated the terms of the membership eligibility criteria or any other terms stated herein, SnapFlat reserves the right, at its sole discretion, to immediately terminate your use of the Platform.

### **2. USE OF SNAPFLAT SERVICES: NEED TO SIGN AN AGENCY AGREEMENT AND ACCEPT SNAPFLAT'S EXTRA TERMS**

SnapFlat is a licensed real estate agency in Hong Kong. According to Hong Kong's law, we therefore need to sign an Agency Agreement with Landlords (called 'Form 5') and Flat Searchers (called 'Form 6') stating that SnapFlat will act as their property agent. As a result, any

Landlord or Flat Searcher willing to work with SnapFlat must enter into such agreement with us. Signing such Agency Agreement takes two minutes and is 100% for FREE. Landlords and Flat Searchers can sign it online on [www.snapflat.hk](http://www.snapflat.hk), or call us to schedule a meeting in order to sign it in person.

Landlords, Flat Searchers and Departing Tenants also need to accept our SnapFlat extra terms after they signed up (these terms are not prescribed by Hong Kong law). In order for SnapFlat to work for you, you will have to accept the following SnapFlat extra terms:

### **FOR FLAT SEARCHERS**

- Our service is 100% for FREE for flat searchers (no commission or service fee)
- You use SnapFlat for yourself, not for commercial purposes (e.g. as property agent)
- SnapFlat will give you access to flat listings and the booking of viewings online, but our SnapFlat agents will not look for flats specifically for you
- The departing tenants will show you their flats – no landlord or agent will be there during the viewing
- You cannot share the flat address and landlord contact details with anyone
- Your last name, phone & email will be used to verify your identity and to contact you – they will not be shared with anyone
- When you book a viewing, we will share your first name (not your last name) with the departing tenant to facilitate your communication (i.e. we will provide you with the departing tenant's phone number, in order to be able to call him when you arrive at the flat and to make sure that you quickly find your way to the flat. The departing tenant will know your first name in order for him/her to identify you as the right visitor of the flat).
- You can only sign a tenancy agreement through SnapFlat if you signed an 'Agency Agreement' (as prescribed by Hong Kong law) that certifies that SnapFlat is working as your property agent (this is a legal requirement and is 100% for FREE).
- SnapFlat will pay the departing tenant 15%, and the landlord will pay SnapFlat 50% of the newly agreed monthly rent if you sign a tenancy agreement through SnapFlat.

### **FOR DEPARTING TENANTS**

- You furnish accurate information about yourself and the flat to the best of your abilities.
- You agree that SnapFlat can only work with you if your landlord accepted SnapFlat's T&C (that means, the landlord signed an Agency Agreement with SnapFlat and accepted SnapFlat's extra terms).
- You agree that SnapFlat will pay you 15% of the next tenant's agreed monthly rent if the next tenant signs a tenancy agreement for your flat through SnapFlat with your help.
- You agree to use SnapFlat for yourself, not for commercial purposes (e.g. as property agent).
- You agree that SnapFlat will conduct a flat check before advertising the flat online (that means, a SnapFlat agent will take a look (about 5 minutes) at your flat in order to verify its existence. This is a legal requirement and 100% for FREE).
- You agree that SnapFlat will post and advertize online the flat profile & your availabilities for viewings in your flat.
- You agree that SnapFlat shares your flat address & phone number with your flat visitors.

- You agree to conduct the viewings in your flat by yourself. No agent or landlord will be there.
- You agree not to disclose your current rent amount and landlord contact details to flat visitors.
- You agree that SnapFlat will hold your contact details (name, mail, phone, address) to verify your identity and to contact you. Your personal details will not be shared with anyone.

## **FOR LANDLORDS**

- SnapFlat will work as your property agent only if your departing tenant accepts the SnapFlat T&C (that means, your departing tenant accepted SnapFlat's extra terms).
- SnapFlat will work as your property agent during the 'validity period' of the Agency Agreement, provided that your departing tenant conducts all viewings in your flat (no SnapFlat agent will conduct viewings once your tenant moved out)
- Your departing tenant will take pictures, fill out a flat profile and share it with SnapFlat
- SnapFlat will advertise and post the flat profile online
- Your departing tenant will conduct the viewing of the flat – no landlord or agent will be there during the viewings
- SnapFlat will pay 15% of the newly agreed monthly rent to your departing tenant if your new tenant signs a formal tenancy agreement through SnapFlat with the help of your departing tenant
- Our service is 100% for FREE for flat searchers
- You use SnapFlat for yourself as a landlord, not for commercial purposes (e.g. as property agent)
- Your name, phone, email, HKID number will be used to verify your flat ownership in the Land Registry and to contact you (we will not share such information with anyone)

The above list of terms is for users' information only. Landlords, Flat Searchers and Departing Tenants will have to accept these extra terms and sign the Agency Agreement (as prescribed by Hong Kong law) once they signed up on SnapFlat and before SnapFlat can work for them.

## **PART 3: MEMBER CONDUCT**

### **1. PROHIBITIONS ON SUBMITTED CONTENT**

You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Platform, including your profile ("Profile"), the posting of your Property ("Listing"), or the posting of any opinions or reviews in connection with the Platform, the Landlords, the Flat Searchers, the Departing Tenants (all of the foregoing content is sometimes collectively referred to herein as "Submitted Content" and the posting of Submitted Content is sometimes referred to as a "Posting", "Postings" or as ""Listing") that:

- provides or creates links to external sites that violate the Terms of Use;
- contains falsehoods or misrepresentations that could damage SnapFlat or any third party's reputation;
- violate any laws;
- is pornographic, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate;
- is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant SnapFlat all of the license rights granted herein;
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as pirated computer programs or links to them, information to circumvent manufacturer installed copy-protection devices, pirated music or links to pirated music files, or lyrics, guitar tabs or sheet music, works of art, teaching tools, or any other item the copy, display, use, performance, or distribution of which infringes on another's copyright, intellectual property right, or any other proprietary right;
- is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;
- intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited to spamming; impersonates, uses the identity of, or attempts to impersonate a SnapFlat director, employee, agent, manager, another user, or any other person through any means;
- advertises or solicits a business not related to or appropriate for the Service, as determined by SnapFlat in its sole discretion;
- contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
- contains advertising for ponzi schemes, discount cards, credit counseling, online surveys or online contests;
- distributes or contains viruses or any other technologies that may harm the Platform or SnapFlat, or the interests or property of SnapFlat users;
- contains links to commercial services or websites, except as allowed pursuant to the Terms of Use;
- is non-local or irrelevant content; or
- for content in Listings or Postings specifically, contains any content that overtly damages the User experience, including but not limited to requests to download non-SnapFlat mobile applications and/or links that direct the user to "mirrored" websites where the user must enter information that is redundant with what has already been entered on SnapFlat.

You shall notify us immediately upon becoming aware of the commission by any person of any restricted uses of the Services or the posting of prohibited content by using the contact

information listed below and shall provide us with reasonable assistance in any investigations we conduct in light of the information you provide in this respect.

In connection with the above prohibited acts, you acknowledge that:

- we have a right but not an obligation to monitor your access to or use of the Services, or to review or edit any submitted Content for the purpose of operating and improving the Platform or Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms of Use, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that we determine is otherwise objectionable or as set forth in the Terms of Use.
- We reserve the right, at any time and without prior notice, to remove or disable access to any submitted Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of the Terms of Use or otherwise harmful to the Platform or the Services.
- In order to protect the integrity of the Services, we also reserve the right at any time in our sole discretion to block users from certain IP addresses from accessing and using the Services.

## **2. PROHIBITIONS ON SENDING MESSAGES**

You will not send messages (via email, post or phone) to other users containing unsolicited advertising or marketing of a service not offered on the Platform or an external website.

## **3. PROHIBITIONS WITH RESPECT TO SERVICES**

While using the Platform, you shall not:

- post content or items in any inappropriate category or areas on the Platform;
- violate any laws, third-party rights, or any provision of the Terms of Use, such as the prohibitions described above;

## **4. ADDITIONAL RULES**

### **4.1. ACCOUNTS AND LISTINGS MUST NOT BE FRAUDULENT**

Users shall not:

- (a) share personal or company information that is wrong or misleading;
- (b) list Properties that are inappropriate to the SnapFlat Service;
- (c) misrepresent the property that they list on the Platform;
- (d) provide wrong or misleading information regarding Availabilities and Viewings.
- (e) use their Account or Property information to promote services not offered on or through the Platform and/or prohibited services.

#### 4.2. SANCTIONS FOR VIOLATING ANY OF THE SNAPFLAT TERMS

If a User violates any of the above-referenced terms, SnapFlat, in its sole discretion, may take any of the following actions: (a) cancel the Posting; (b) limit the User's Account privileges; (c) suspend or delete the User's Account; (d) request disciplinary sanctions by Hong Kong's Estate Agency Authority or other responsible institutions.

#### 4.3. SNAPFLAT'S DISCLAIMERS AND RIGHT TO REMOVE

A. SnapFlat does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and SnapFlat expressly disclaims any and all liability in connection with all Content submitted by the Users. SnapFlat does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and SnapFlat will remove any such Data or submitted User Content. SnapFlat reserves the right to remove any Data or Submitted Content without prior notice. SnapFlat will also terminate a user's access to the Platform, if he or she is determined to be an infringer. SnapFlat also reserves the right, in its sole and absolute discretion, to decide whether any Data or Submitted Content is appropriate and complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law, including, but not limited to, pornography, obscene or defamatory material, or excessive length. SnapFlat may remove such Submitted Content and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and in its sole discretion.

B. You are solely responsible for the photos, information and any other content you share with SnapFlat, including, without limitation, submitted Content, that you publish or display on or through the Platform, or transmit to other Platform users. You understand and agree that SnapFlat may, in its sole discretion and without incurring any liability, review and delete or remove any submitted Content that violates these Terms of Service or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Platform users or others.

#### 4.4. THIRD-PARTY VERIFICATION SERVICES

SnapFlat uses a variety of tools in an effort to make the Platform as safe as possible for Users. Among these tools are different websites prescribed by the Hong Kong Estate Agency Authority, including, but not limited to, the Land Search of the Land Registry, or information from the Rating and Valuation Department.

By registering as a User on the Platform, you do hereby consent to allow SnapFlat to perform third-party verifications, using information you provide, to verify your identity and property ownership. You acknowledge and understand that SnapFlat may review the information provided by the third-party verification services and, after reviewing the results, may take whatever actions it deems necessary in its sole discretion with respect to your Account. Do not register as a User on SnapFlat if you do not want SnapFlat to verify you using third-party service providers. You hereby authorize SnapFlat to verify your representations and warranties, including, but not limited to, those made upon registration by providing information to SnapFlat, and you acknowledge that SnapFlat reserves the right to verify such representations and warranties and to take action it deems appropriate in its sole discretion. **YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SNAPFLAT FROM ANY LOSS OR LIABILITY THAT**

MAY RESULT FROM ANY THIRD- PARTY SCREENS. In addition, you do hereby understand and expressly agree that SnapFlat does not have control over or assume any responsibility for the quality, accuracy, or reliability of the third-party verification services or the information provided by them. SnapFlat retains the right to request any further information from you to conduct additional screens and the right to require additional screens, as deemed necessary based on our initial verifications, and the right to terminate your Account based on the information provided by these third-party verification services.

#### 4.5. MODIFICATION OR CESSATION OF PLATFORM

SnapFlat reserves the right at any time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice and in its sole discretion. You agree that SnapFlat shall not be liable to you or to any third party for any modification, suspension or discontinuance of SnapFlat services.

#### 4.6. TERMINATION BY SNAPFLAT

You hereby acknowledge and agree that SnapFlat, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your Account, block your email or IP address, cancel the Platform or otherwise terminate your access to or participation in the use of the Platform (or any part thereof), or remove and discard any Submitted Content on the Platform, immediately and without notice, for any reason, including without limitation, Account inactivity or if SnapFlat believes or has reason to believe that you have violated any provision of the Terms of Use.

#### 4.7. INTELLECTUAL PROPERTY RIGHTS

The content on the Platform (exclusive of all submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by SnapFlat, subject to copyright and other intellectual property rights under Hong Kong laws and international conventions. Other trademarks, names and logos on this Platform are the property of their respective owners.

You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of submitted Content obtained through the Platform for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Platform or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Platform or the Data therein.

#### 4.8. RELATIONSHIP BETWEEN REGISTERED USER

Your interactions with individuals and/or companies found on or through the Platform, including but not limited to viewings, meetings or any form of communication, are solely between you and such individual or company. You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before proceeding with any online

or offline interaction with other users. You understand that deciding whether you interact with other users is your personal decision for which you alone are responsible. You understand that SnapFlat does not and cannot make representations as to the suitability of any individual you may decide to interact with on or through the Platform and/or the accuracy or suitability of any advice, information, or recommendations made by any individual. SnapFlat is not responsible for the interactions, transactions, or dealings between you and other users.

Notwithstanding the foregoing, you agree that SnapFlat shall not be responsible or liable for any loss or damage of any sort whatsoever incurred as the result of any such transaction or dealings. If there is a dispute between users on the platform, or between registered users or any platform user and any third party, you acknowledge and agree that SnapFlat is under no obligation to become involved. In the event that a dispute arises between you and one or more platform users, registered users or any third party, you hereby release SnapFlat, its officers, managers, members, directors, employees, attorneys, agents, and successors in rights from any claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, foreseeable or unforeseeable, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the platform or any service provided thereunder.

#### 4.9. DISPUTE RESOLUTION

If a dispute arises between you and SnapFlat, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and SnapFlat hereby agree that we will resolve any claim or controversy at law or equity that arises out of the Terms of Use or the Platform or as we and you otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via email at [hello@snapflat.hk](mailto:hello@snapflat.hk). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### 4.10 GOVERNING LAW

The Terms of Use shall be governed in all respects by the laws of Hong Kong, without reference to its conflict of law provisions. You agree that any claim or dispute you may have against SnapFlat must be resolved by a court located in Hong Kong except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Hong Kong for the purpose of litigating all such claims or disputes.

#### 4.11. THIRD-PARTY LINKS, ADVERTISEMENTS, CONTACT FORMS AND PHONE NUMBERS

The Platform may provide, or third parties may provide, links, contact forms and/or phone numbers to other websites or resources, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Platform using your existing account and log-in credentials for such third-party websites. Certain areas of the Platform may allow you to interact and/or conduct transactions with such third-party sites, and, if applicable, allow you to configure your privacy settings in your third-party site account to permit your activities on the Platform to be shared with your contacts in your third-party site account.

Because SnapFlat has no control over such sites and resources, you acknowledge and agree that SnapFlat is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such websites or resources. Unless expressly stated on the Platform, links to third-party sites should in no way be considered as or interpreted to be SnapFlat's endorsement of such third-party sites or any product or service offered through them. The Third-party website may have different privacy policies and terms and conditions and business practices than SnapFlat. In certain situations, you may be transferred to a Third-party website through a link or connected to a Third-party resource by a contact form or phone but it may appear that you are still on this Platform or transacting with SnapFlat. In these situations, you acknowledge and agree that the Third-party website terms and conditions and privacy policy apply in this situation. Your dealings and communications through the Platform with any party other than SnapFlat are solely between you and such third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party. SnapFlat takes no responsibility for advertisements or any third party material posted on the Platform or offered in connection with the Services, nor do we take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the Platform are between you and the advertiser, and you agree that SnapFlat is not liable for any loss or claim that you may have against an advertiser.

#### 4.12. LIMITATIONS OF LIABILITY

A. In no event shall SnapFlat, or its respective officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers, attorneys or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) access to or use of the platform; (ii) errors, mistakes, or inaccuracies of data, marks, content, information, materials or substance provided by the users regarding their personal information; (iii) unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) bugs, viruses, trojan horses, or the like which may be transmitted to or through the platform by any third party; (v) interruption or cessation of transmission to or from the platform; (vi) errors or omissions in any data, content, information, materials or substance provided by the users of the platform; (vii) defamatory, offensive, or illegal conduct of any user or third party; or (viii) use of any data, marks, content, information, materials or substance of the platform or submitted content posted, emailed, transmitted, or otherwise made available on or through the platform, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not SnapFlat is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

B. In no event shall the total, aggregate liability of SnapFlat, or any of the above-referenced respective parties, arising from or relating to the platform, and/or submitted content exceed the total amount of commission paid by the landlord to SnapFlat.

You hereby acknowledge and agree that SnapFlat shall not be liable for submitted content or the defamatory, offensive, or illegal conduct of any user and that the risk of harm or damage from the foregoing rests entirely with you. You further acknowledge and agree that SnapFlat shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from or relating to any contract between platform users entered into independently of the platform.

The platform may contain links to third-party platforms that are not owned or controlled by SnapFlat. SnapFlat does not have any control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party platforms. In addition, SnapFlat will not and cannot censor or edit the content of any third-party site. By using the platform, you expressly relieve SnapFlat from any and all liability arising from your use of any third party platform. Accordingly, please be advised to read the terms and conditions and privacy policy of each third-party platform that you visit, including those directed by the links contained on the platform.

#### 4.13. FORCE MAJEURE

Neither SnapFlat nor you shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

#### 4.14. INDEMNIFICATION AND RELEASE

You agree to defend, indemnify and hold harmless SnapFlat, and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from your use of, access to, and participation in the platform; arising out of a termination of service; your violation of any provision of the terms of use, including the privacy policy; your violation of any third-party right, including without limitation any copyright, property, proprietary, intellectual property, or privacy right; or any claim that your submitted content caused damage to a third party. This defense and indemnification obligation will survive these terms of use and your use of the platform.

If you have a dispute with one or more platform users, you forever release SnapFlat (and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers, agents, subsidiaries, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of the platform and/or any submitted content.

The terms of use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SnapFlat without restriction.

#### 4.15. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.

#### 4.16. CONTACTING YOU

You agree that SnapFlat may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the Platform. By agreeing to receive emails, text messages or telephone calls by SnapFlat, you also consent to the use of an electronic record to document your agreement.

#### 4.17. MODIFICATION OF TERMS OF USE AND/OR PRIVACY POLICY

SnapFlat reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein, at any time. It is your responsibility to review the Terms of Use for any changes. Your use of the Service following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not access the Service.

BY USING SNAPFLAT, YOU AGREE TO OUR TERMS OF USE. SNAPFLAT CAN CHANGE THE TERMS OF USE AT ANY TIME.

#### 4.18. CONTACT INFORMATION

If you have any questions about the Terms of Use or the Services, please contact us by sending an email to [hello@snapflat.hk](mailto:hello@snapflat.hk)