

Terms of Service for the website <https://www.happinesscapital.com>, its associated services, events, products and information provided by Happiness Capital Limited ("Happiness Capital")

Updated on October 9, 2017

Users must read the following terms and conditions ("Terms of Service") carefully. All the content of these Terms of Service apply to the use of this website and control all aspects of any access to and use of the website. User not being aware of or having read the content of the Terms of Service shall not constitute a defense. If User does not agree, you should not use the Website or the services/information it provides and should not register the associated events hereof provided by Happiness Capital.

In the Terms of Service:

The "Website" refers to "www.happinesscapital.com".

"www.happinesscapital.com", the "Website" and "Happiness Capital" can be used interchangeably.

"User" or "you" refers to the person(s) or organization(s) that accesses or uses the Website.

"Business Partner(s)" and "Partner(s)" refer to other companies that have business connections with the Website.

I. Acknowledgement and Acceptance

1. All intellectual property rights subsisting in respect of the Website belong to Happiness Capital ('us', 'we', 'our') or have been lawfully licensed to Happiness Capital for use on the Website. All rights under applicable laws are hereby reserved.
2. Except with our express permission, you are not allowed to upload, post, publish, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is copyrighted under applicable laws.

II. Service Protection Terms

1. The Website shall only be used by natural persons, incorporated and unincorporated bodies that possess the capacity and authority to enter into legally binding contracts according to the law. Therefore, User should either be a natural person who has full capacity for civil conduct, or an incorporated/unincorporated organization that is established and exists lawfully. If User violates this provision, the Website can refuse to provide services for User at its sole discretion at any time; if the Website or its Business Partners suffers any losses thereby, User shall be liable for any or all damages.
2. User agrees to provide the Internet devices for themselves and bear the costs of the related communications.

3. User agrees to receive different types of information provided by Happiness Capital and its Business Partners, including but not limited to promotions and commercial information by means of, including but not limited to, e-mail and SMS. However, User can unsubscribe from the publications or refuse to receive such messages by following the instructions provided in the related message.
4. Users undertake the responsibilities, risks and consequences upon using the Website and Happiness Capital bears no responsibility for any direct or indirect loss caused by the using or being unable to use our service, except for the loss which is caused by intentional misconduct or gross negligence of Happiness Capital.

III. Basic Rules for User

1. User must comply with the policies and laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR") when using the Internet and User must bear all the responsibility and consequences caused by the illegal use of the Internet.
2. If we suspect that the information provided by User is incorrect, inaccurate, invalid or incomplete, we have the right to delete such data, and/or suspend or terminate to provide services to such User, and we shall not be liable for any consequences arising thereof.
3. Users shall not perform, including but not limited to, the following activities:-
 - i. use any techniques trying to disturb or interrupt any of our services in any way;
 - ii. post any illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful and racially and ethnically offensive data or messages;
 - iii. post, publish, transmit, reproduce, distribute or in any way exploit any information obtained through the Website for commercial purposes;
 - iv. upload, post, publish, transmit or distribute in any way, any component of the Website itself or any Information obtained through the Website / Happiness Capital which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission;
 - v. promote or deliver any spam; or
 - vi. any activities prohibited by applicable laws or regulations in any competent jurisdiction.
4. User shall comply with the following provisions:-
 - i. User shall comply with laws and regulations of the HKSAR and the jurisdiction where User is domiciled;
 - ii. User shall not use the Internet for any unlawful purpose, or utilize any systems, networks, devices or programmes and so on for any behavior detrimental to the Internet and the Website's operation;
 - iii. without the Website's permission, User shall not carry out any commercial activity, including but not limited to advertising or marketing on the Website; and
 - iv. User shall not issue false, dishonest, malicious or improper information to or comment on other Users.

5. User may report to the Website if they find any behavior that is illegal, infringes any rules or others' rights, or in violation of these Terms of Service. The Website will verify the relevant content and take appropriate action as it deems suitable and necessary. User must ensure the authenticity and impartiality of the reported matter and follow the corresponding measures announced by the Website. Other User being accused of any aforesaid misbehavior can launch a defense through responding to dedicated Happiness Capital representative, but such response is without prejudice to the Website's right to implement any immediate remedy or measures, including but not limited to removal of such information from the Website forthwith or stop service to such User. The Website will resume the provision of service to such User after accepting such User's explanation or clarification. The Website will keep User's report confidential.
6. If User violates the "Basic Rules for User" or any other Terms of Service, the Website has the right to warn, request rectification within a period of time, suspend service, permanently ban from access, claims, and/or report and assist relevant government departments or authorities to investigate. Furthermore, User shall be fully responsible for his own behavior in using the Website. User may bear legal responsibility in the form of (including but not limited to) damages to those whose rights have been affected, and indemnify Happiness Capital for any losses, damages, penalties, costs of infringement or tortious liability arising from or in relation to User's behavior.

IV. User Privacy Protection

1. User acknowledges and agrees that in order for Happiness Capital to provide better service to User, Happiness Capital, our connected companies and agents shall collect, integrate, analyze and utilize the personal information when User voluntarily uses the service or provides the same. When User uses Happiness Capital's service, the server shall automatically record certain information, including but not limited to, URL, IP address, browser type, language and date and time. The information so collected by Happiness Capital, our connected companies and agents will become part of the Website's business archives, and may be transferred to its successor or designated party in case of sales, merger and acquisition and restructuring. Happiness Capital, our connected companies and agents agree to use the information so collected in good faith, and take all reasonable commercial measures to ensure information security.
2. Happiness Capital respects User's privacy. Happiness Capital and our connected companies will procure its agents not disclose, transfer, rent or sell any personal data, including but not limited to the users list and other personal information as well as other non-public information User have stored in the Website, save and except:-
 - i. Happiness Capital was explicitly authorized to do so by the User in advance;
 - ii. Disclosure is required to comply with applicable laws and regulations, including providing Users' information upon request by relevant government departments or authorities;
 - iii. Disclosure is required for safeguarding Happiness Capital's intellectual property rights and its other legitimate interests;
 - iv. Disclosure is for safeguarding User's and the public's privacy and/or safety in case of emergency; or
 - v. Disclosure is in compliance with the Terms of Service or in other circumstances which deem necessary and in good faith.

For more details, please refer to the Privacy Policy Statement of the Website.

V. Service Assurance and Limitation of Liability

1. The Website may present information, data, content, news, reports, programs, video, audio and other materials and services including e-mail alert service, communications, transmissions and other items, tangible or intangible (collectively, the 'Web-Information'). All Web-Information is for your general reference only. Happiness Capital do not accept any responsibility whatsoever in respect of such Web-Information.
2. Your access to and use of our Website is at your sole risk and is provided on an “as is” and “as available” basis. Happiness Capital makes no representation or warranty of any kind, express or implied. In jurisdictions where exclusion or limitation of certain types of liability is not allowed, our liability will be limited to the maximum extent permitted by law.
3. Happiness Capital do not guarantee or assume any responsibility that (i) the Web-Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference, (ii) the Web-information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment, (iii) messages sent through the internet will be free from interception, corruption or loss, (iv) access to the Website will be available or be uninterrupted; and (v) defects in the Website will be corrected.
4. Except to the extent expressly specified by Happiness Capital in writing, nothing on the Website is intended to constitute (i) an offer, or solicitation of an offer, to purchase or sell any asset or service of any nature, (ii) investment advice or an offer to provide such advice, or (iii) a basis for making any investment decision. Except as expressly stated by Happiness Capital in writing, neither the Website nor any of the Web-Information make any effort to present a comprehensive or balanced description of Happiness Capital or its investment activities. Any portfolio company described on the Website may not be representative of all investments made by Happiness Capital and is intended to be illustrative of the types of investments that may be made by Happiness Capital.
5. In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Web-Information. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Web-Information. You are responsible to ensure that your use of the Web-Information complies with the Terms of Services hereof and all applicable legal requirements.
6. The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

VI. Intellectual Property Rights

1. Happiness Capital has the absolute and full ownership and intellectual property rights of all the content on the Website, or has obtained the authorization from the owners of the content including: texts, pictures, graphics, photographs, software, audio clips, images, and all content of the advertisements, all content issued by the Website in the form of notice, as well as all information as set out in Clause 3 of Section II - Service Protection Terms of these Terms of Service (the "Website's Content"). All Content is subject to the protection of copyright, trademark, property rights and other intellectual property rights related legislations. Users can only use the Website's Content with the authorization of Happiness Capital and the corresponding owners, and are not allowed to copy, edit, redirect and distribute the Website's Content without such authorization, or to allege or claim ownership of the Website's Content in any form, or create derivative products related to the Website's Content. Furthermore, the Website's Content cannot be used for any products or services which may deceive or misrepresent to the public or that may undermine the service provided by the Website.
2. Without the written consent of Happiness Capital, User cannot modify the Website's Content in any way, nor can User copy or download the Website's Content, data or information of the Website for resale, commercial use or gain.

VII. The Modification and Revision of the Terms of Service

1. User accepts that Happiness Capital will modify the Terms of Service when necessary in order to adapt to the development of the market, network and the Website itself from time to time. The revised Terms of Service will be published or notified in the Website through announcements, inbox messages, e-mails or other forms of notice in writing upon any change.
2. User also accepts that in order to ensure Happiness Capital's business development and its autonomy to make changes, Happiness Capital reserves the right to modify the service/event or discontinue the provision of the service/event without informing the User. Happiness Capital is not responsible to User and/or any Business Partner when Happiness Capital exercises such right. User's agreement to this term is a condition of Happiness Capital to provide service for User.
3. If User disagrees with any modifications or amendments of the Terms of Service, revision of the service, subsequent terms and condition for the service/event, or unsatisfied with the service of Happiness Capital, User has the rights to:-
 - i. cease to use the Website; or
 - ii. cease to register the event(s) provided to him/her.
4. If User continues to use the Website and/or register the events provided by Happiness Capital, it means that User has accepted the amended/additional/subsequent terms and conditions. Any disputes between User and Happiness Capital will be subject to the latest Terms of Service for the time being. Unless otherwise expressly stated, any terms in respect of changes and/or amendments of Website's service, content and functions should be subject to this provision.

VIII. Liability for Breach

1. If User does not comply with any provisions of the Terms of Service, Happiness Capital has the right to immediately cease the provision of service to User, and reserves the right to take any necessary legal action.
2. User agrees to indemnify Happiness Capital in full for any attorney's fees, court costs, adjudicative fees, appraisal fees, administrative costs etc. incurred by Happiness Capital arising from User's breach of the Terms of Service and/or rectification for the same.
3. The Website has established a dispute settlement mechanism. User and Happiness Capital agree to endeavor to resolve and settle any dispute through friendly negotiations between User and Happiness Capital regarding any disputes arising from the Terms of Service and the use of the Website. If the parties fail to achieve a satisfactory result through negotiation, any party may choose to submit the dispute to the Courts of the HKSAR. The laws of the HKSAR shall govern the Terms of Service and exclude any conflicts of laws provision. If any term is in conflict with the law, such provision shall be re-interpreted to the extent in compliance with the law while other provisions shall remain unchanged and in full force and effect.

IX. Miscellaneous

1. If any provisions of the Terms of Service is ruled wholly or partially invalid or unenforceable for whatever reasons, the remaining provisions shall remain valid and binding.
2. The headings and numbers contained in the Terms of Service are for reference only and shall not affect the actual implications and the effectiveness of the Terms of Service.
3. The Terms of Service takes effect upon the date of publication.

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