



Terms of Use

1. Who We Are

- 1.1. Everuts, standing for Everything under the sun, is a social e-commerce platform which offers Customers instant access to a huge variety of products around the globe, elevating traditional e-commerce into social shopping. Everuts is an online marketplace that connects Personal Shoppers and Customers. It is operated by Offbeat Technology Hong Kong Limited ("Offbeat"), a wholly-owned subsidiary of Hong Kong Technology Venture Co Ltd (Hong Kong Stock Code: 1137).

2. Interpretation

2.1. Definitions:

- 2.1.1. "Business Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business in Hong Kong.
- 2.1.2. "Content" means all text, graphics, logos, icons, photographs, images, moving visual representational images or a combination of sounds and such images, audio, computer programs, and other material featured, displayed or used in or in relation to our Site.
- 2.1.3. "Customer" means any User making a purchase on Everuts.
- 2.1.4. "Everuts' Support Team" refers to the service team who will address users' inquiries and issues including but not limited to use of Everuts, orders, payment, return and refund.
- 2.1.5. "Everuts", "We", "Us", "Our", or "Site" means the social e-commerce platform operated by Offbeat, and any associated sites linked to it including the Everuts App.
- 2.1.6. "HKTV" means Hong Kong Technology Venture Company Limited (Hong Kong Stock Code: 1137).
- 2.1.7. "HKTVmall" means the e-commerce and entertainment platform owned and operated by HKTV, located at <https://www.hktvmall.com>, and any associated sites linked to it including the HKTVmall App.
- 2.1.8. "Item" or "Product" or "Merchandise" means the goods (including without limitation to food and beverages) or Services you ordered through our Site, which you will pay for.
- 2.1.9. "O2O Store" means all the HKTVmall O2O (online to offline) stores that offer self-pickup services.
- 2.1.10. "Order" refers to Merchandise that you have selected and purchased.
- 2.1.11. "Order Price" means the price charged for the Merchandise stated on the Order.
- 2.1.12. "Intellectual Property Rights" means any and all patents, trademarks, rights in domain names, rights in designs, copyright and database rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in confidential information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.
- 2.1.13. "Review" means any User's comment or post in relation to Personal Shoppers' Merchandise or services displayed or provided on Everuts.
- 2.1.14. "Merchant" means a store or brand or business owner who has their own stock and products and are able to sell them instantly.
- 2.1.15. "Personal Shopper" means a person whose role is to source and buy products upon receiving customers' requests on Everuts.
- 2.1.16. "Seller" refers to "Merchant" and "Personal Shopper" collectively.
- 2.1.17. "Services" has the meaning given in clause 1.1.
- 2.1.18. "User" refers to any user of Everuts, both registered or non-registered.
- 2.1.19. "User Content" means any user content including all data, information, text, files, images, photos, audios, videos, or other materials you generated, submitted, posted and displayed on or through our Site,
- 2.1.20. "You" or "your" or "User" means the person to whom we are providing the services or delivering merchandise and who is required to pay for the merchandise we delivered.
- 2.2. Headings are for your ease of reference only and shall not affect the interpretation or construction of the Terms;
- 2.3. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership; and

2.4. References to “include” or “including” or like words or expressions shall mean without limitation.

3. Use of Everuts

- 3.1. By using Everuts (“Our Site”) you agree to be bound by the following terms and conditions and these Terms of Use. Please read them carefully.
- 3.2. If you do not accept these Terms of Use and any other rules posted on Our Site (collectively, “Terms”), you will not be able to use the Services and you should leave Our Site immediately. If you continue to use Our Site or if you order products, we will take this as your acceptance of these Terms.
- 3.3. We reserve the right to make changes to these Terms from time to time without providing any prior notification. The amended Terms are effective from the date they are published on our Site. Your continued access and use of our Site and our Services shall represent your unconditional acceptance of the latest version of the Terms.
- 3.4. You must not use our Services or Everuts for any illegal or unauthorized purposes.

4. Eligibility

- 4.1. By purchasing and completing an Order at Everuts, you are making a statement, upon which we are entitled to rely on, that you:
 - 4.1.1. are aged 18 years or above and capable of forming a legally binding contract;
 - 4.1.2. are the holder of a valid debit/ credit card / payment wallet; and
 - 4.1.3. warrant that the personal information which you provided to us, including when your registration as a Customer, is true, accurate, complete and current in all respects, except that you are not required to use your real name to register as our user.
- 4.2. By purchasing and completing an Order at Everuts, you are making a statement, upon which we are entitled to rely on, that you complied with the eligibility indicated in Clause 4.1.1 above.
- 4.3. In consideration of your use of our Services, you agree to maintain and promptly update your registration information (other than your account name) to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that any such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your registration and user account.

5. Guest Accounts

- 5.1. A Guest account is defined as an account used by an individual who accesses and utilises the platform without registered as a formal customer.
- 5.2. By using a guest account, you are granted limited access to certain features, offers (if any) and functionality available to guests. These limitations are in place to ensure a seamless and secure experience for both registered customers and guests.
- 5.3. As a guest account holder, you are responsible for providing accurate and current information during the checkout process. This includes but not limited to accurate delivery details and payment information.
- 5.4. Please be aware that communication related to orders, inquiries, requests, and other matters may be limited for guest accounts. We recommend creating a registered customer account to fully benefit from our customer services.
- 5.5. In the event that you may have deleted the Everuts app, your details such as order history would not be retained, If you wish to retain records of your purchases other than through emails, we recommend registering as a customer.
- 5.6. The usage of a guest account on Everuts is subject to compliance with the overall terms and conditions governing the platform.
- 5.7. Everuts reserves the right to modify, suspend, or terminate Guest account features and functionalities at any time, without prior notice. Any such modifications or terminations will not impact registered customer accounts.

6. Making an Order

- 6.1. Except where otherwise specified, Everuts and/or Offbeat is not the Personal Shopper or supplier of the Merchandise. We are only responsible for:
 - 6.1.1. managing and administering the Site; and
 - 6.1.2. arranging order processing and fulfilment for the Merchandise you ordered from the Personal Shoppers through our Site/ Everuts.
- 6.2. When you place an Order, you are making an offer to buy from the Personal Shoppers the Merchandise you or the Personal Shoppers have specified at the price stated for those Merchandise. Once the order is checked out, any doubt about the price of the item or the shipping cost will not be accepted as a reason to cancel the order.

- 6.3. You should check your Order and correct any errors before completing a purchase. You shall read your Order at each page of the order process as you are responsible for ensuring that the Merchandise you selected and/or information you provided, including but not limited to the quantities, size, and colour of the Merchandise etc, is accurate. All Orders are subject to acceptance and availability. Selected Merchandise or Merchandise shown at the checkout page are not reserved and may be purchased by other customers. Your Order(s) would only be reserved and confirmed once your payment has been successfully processed.
- 6.4. We will acknowledge and confirm that we have received your Order by email. This communication will be our acceptance of your Order on behalf of the Personal Shopper. You may track your Order status online.
- 6.5. The availability of the Merchandise is as shown online and will be updated regularly by the Personal Shopper. They should not be relied on as definite statements as to whether the Merchandise you wish to purchase are actually in stock.
- 6.6. We reserve our right not to accept or cancel an order for any reasons at our sole discretion, including but not limited to the following:
 - 6.6.1. no sufficient stock to deliver the merchandise you have ordered;
 - 6.6.2. no delivery can be arranged for your area; or
 - 6.6.3. one or more of the Merchandise you ordered was listed at an incorrect price due to a human or computer error or an error in the pricing information provided by the Personal Shopper.
- 6.7. If we cancel your Order, we will notify you by email and will credit to your account any sum deducted by us from your credit card or any other payment method as soon as possible but in any event within twenty-one (21) Business Days of your Order. You accept that we will not be obliged to offer any compensation for disappointment suffered.

7. Order Prices and Taxes

- 7.1. Unless otherwise specified in the Order, Order Prices shown on the Site are inclusive of:
 - 7.1.1. VAT/ Custom Duties/ Taxes at the applicable rate;
 - 7.1.2. Packaging;
 - 7.1.3. Insurance of the Merchandise you purchased; and
 - 7.1.4. Any costs of international and local delivery.
- 7.2. We will use all reasonable commercial endeavours to display accurate and up to date prices on our Site. If no price is shown on the product description page, you shall liaise and negotiate with the Personal Shopper and the price shall be agreed upon by you and the Personal Shopper (when applicable). The Order Price of your Order shall be displayed at the checkout page.
- 7.3. As prices of the type of Merchandise for sale are often updated by the Personal Shoppers, we cannot state the definite price until we send you the confirmation of your Order.
- 7.4. If the price of the Merchandise is higher by the time we are ready to send our acceptance of your Order compared to what it was when you placed your Order, we will either:
 - 7.4.1. cancel your Order, or
 - 7.4.2. contact you to ask you whether you wish to pay the higher price or cancel your Order.
 - 7.4.3. If the Order is cancelled by us and you have already made a payment, we will make a refund on any sum deducted by us from your original payment method. You agree and accept that we will not be obliged to offer any compensation for disappointment suffered.

8. Payment

- 8.1. We only accept credit card payments made by Visa and MasterCard, as well as payment gateways such as PayMe and Alipay (where applicable). When you place an Order you authorise us to debit the credit card and payment gateway you specify on your Order for the amount of the Order at the time we send our acceptance of your Order and you represent to us that you shall be authorised to make such payment. Title in the Merchandise does not pass to you until payment has been received.
- 8.2. We use third party payment services to process online transactions. When you place an Order, you agree and accept that your payment information will be collected, processed, and kept by us and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making transactions, and in no event shall any of such losses in whole or in part be borne by us.

9. Delivery

- 9.1. We only make deliveries in the specified areas of Hong Kong from Monday to Sunday except on the first two days of the Lunar New Year and when typhoon warning signal No. 8 or above or black rainstorm warning is

in force. For extreme weather conditions, please refer to the Policy of Special Delivery Arrangement of Inclement Weather Condition.

- 9.2. We currently do not make deliveries to remote areas and outer islands, and buildings without elevator facilities. We reserve the right to decline delivery at our sole discretion. You agree and accept that you will collect your ordered Merchandise from our logistics centre and under no circumstances will we accept cancellation of order or refund.
- 9.3. We will deliver the Merchandise ordered by you to the address you provided us for delivery at the time you make your Order through a third-party provider. You are also entitled to select self- pick up at one of HKTVmall's O2O Store. The list of O2O Stores can be found on hktvmall.com.
- 9.4. Once the order arrives at your chosen O2O pick-up shop, please pick up within 3 days. If the customer does not pick up the order within 3 days, we will consider it as a voluntary cancellation of the order; in this case, we reserve the right to cancel the order without refund. If you are unable to collect the goods within the specified date, please refer to the Terms and Conditions to change the collection time. If the customer misses the delivery notification due to disabling the notification function of the app, it will not be regarded as a reasonable explanation.
- 9.5. As soon as your Orders have arrived at the Hong Kong Warehouse, you will be offered to select a delivery time slot and we will use our best endeavours to deliver your ordered Merchandise at the particular selected time slot.
- 9.6. Should your total order value be over HK\$3,000, the O2O pickup option will be unavailable, home delivery will be your only delivery option.
- 9.7. To protect your interests, please inspect the quality of the goods, packaging, and accessories upon delivery. Ensure that the items are correct and in satisfactory condition. We cannot accept returns or issue refunds once you have signed for the goods and acknowledged the 'Confirmation of Receipt and Acceptance of Quality of Goods.'
- 9.8. You agree to present your photo identification upon request when you acknowledge receipt of the Merchandise. The Merchandise shall be, and shall be deemed to be, delivered and accepted by you when the Merchandise is delivered to the address you provided to us for delivery. You agree and accept that we are entitled, at our option, to charge you additional costs or cancel your Order without any refund or compensation to you in the event that you failed to accept the delivery or pick them up at the O2O Store at your scheduled time for whatever reasons.
- 9.9. Due to uncontrollable reasons such as natural disasters and customs spot checks, the time and date of despatch of goods or the time taken for delivery is for reference only. Please check with the Everuts support team for delivery dates and order progress. If we are unable to meet any stated dispatch or delivery dates or times we will inform you as to the progress of your Order. You agree and accept that under no circumstances will we accept cancellation of order or refund in this regard.
- 9.10. You will become the owner of the Merchandise you have ordered once they have been delivered to you. Once you have acknowledged receipt of the delivery, the Merchandise will be held at your own risk and we will not be liable for any loss or damage.
- 9.11. Unless otherwise specified, please refer to our Site (including our applications and software) for details of the Delivery Policy. We reserve the right to amend these terms and guidelines from time to time without prior notice.

10. Return and Refund

- 10.1. Unless otherwise specified, no return or exchange of Merchandise will be accepted. Please read Everuts Return and Refund Policy and any other specific return, refund and exchange terms and conditions as specified by the Personal Shopper carefully before you place an order.
- 10.2. In the event that a Personal Shopper cancels your Order due to stock availability or any other acceptable reasons, Everuts shall refund the product price and its delivery fee via your original payment method, or any other methods deemed applicable and specified by Everuts within twenty-one (21) Business Days.
- 10.3. Subject to the specific return, refund and exchange terms and conditions of individual Personal Shopper, Merchandise may be returned and/or refunded within three (3) days of receipt if the Merchandise you ordered is faulty, defective or damaged (with no fault on your part), or the Merchandise is not what you ordered, or the delivery is of an incorrect quantity or the Merchandise is not in compliance with applicable law or regulations, provided that:
 - 10.3.1. Everuts Return and Refund Policy applies;

- 10.3.2. the Merchandise is unused and in the condition originally sold together with all parts and accessories which are provided with the Merchandise including manuals, certificates, labels, tags, consumables, bags, and boxes;
- 10.3.3. the packaging of the Merchandise must be in the condition in which it was delivered to you;
- 10.3.4. a request for Return or Refund or Exchange is sent to our Everuts' Support Team via live chat or made through our Site within three (3) days upon receipt of your ordered Merchandise; and
- 10.3.5. the Merchandise is returned to Everuts and/or the Personal Shopper through the return and drop-off service at the designated O2O shop within three (3) days upon receipt of Everuts' return acknowledgement, unless otherwise specified by Everuts.
- 10.4. You agree and accept that Merchandise accepted for returns are only eligible for a refund by us via your original payment method, or any other methods deemed applicable and specified by Everuts. If any promotional discount was applied to the total purchase amount at the time of purchase, you will be refunded in the amount paid at the time of purchase for that item.
- 10.5. You agree and accept that Merchandise which are acceptable for exchange are subject to stock availability and at Personal Shopper's discretion (if applicable).
- 10.6. Any return or refund requests that are either (i) confirmed by Everuts' Support Team; (ii) confirmed and agreed by the Personal Shopper; (iii) required by law shall be refunded and/ or returned at the Personal Shopper's expense in accordance to our Return and Refund Policy and Personal Shoppers' Terms and Conditions.
- 10.7. You agree and accept that it will be at the Personal Shopper's and/or Everuts' sole discretion whether the Merchandise is accepted for return, refund or exchange.
- 10.8. In case of any dispute in respect of the Return and Refund Policy or the process of returning or refunding the Item, Everuts reserves the right of final decision.

11. International Delivery

- 11.1. There are certain restrictions on some products for international delivery and some may incur additional taxes or customs duties. Please review the information carefully before placing an order.
- 11.2. Everuts reserves the right to open, examine, repack and inspect your Orders.
- 11.3. If you make a product request for any of the prohibited items listed on the Order and Shipping Guideline, Everuts and/or any Personal Shopper is entitled to and shall reject your product request. In the event that a product request that contains prohibited items has mistakenly proceeded, Everuts will discontinue the Service and discard the products upon discovery. However, Everuts will not offer any refunds and shall not be held liable for your damages for whatever reasons.
- 11.4. Everuts can inform the police, custom or any related law enforcement bodies upon discovery of any prohibited items and/or suspicion that the content may violate any applicable law of the countries of origin, destination and/or transit.

12. Promotion Codes, Discounts and Sales

- 12.1. Promotion codes, coupon codes and coupons offered by us are valid for specific period and shall only be applicable for one-off purchases at our Site subject to special terms and conditions. Only one promotion code can be used in a single transaction.
- 12.2. Promotion codes, coupon codes and coupons are neither refundable nor redeemable for cash and/or available for resale. Any codes left unused or unable to be used will be forfeited and won't be reimbursed.
- 12.3. Promotion codes, coupon codes, and coupons are solely your responsibility to enter the correct codes during the purchase process. We take no responsibility for discounts not applied due to customer error.
- 12.4. If the customer forgets to enter the discount code or coupon code at the time of payment, the relevant discount or offer will not be refunded. Forgetting to enter the discount code or coupon code is not a reason for cancellation of the order.
- 12.5. If your Order is cancelled for whatever reason or is eligible for a refund, any promotion codes, coupon codes or coupons used in that Order shall be forfeited without any refund or compensation.
- 12.6. We reserve the right to terminate or vary the above offers from time to time without providing any prior notification. In the event of any dispute, our decision shall be final and conclusive.

13. Lost and Damaged Merchandise Coverage

- 13.1. In the event that your Order is lost or damaged, Everuts shall refund you the product price and delivery fee. A direct refund shall be made to your account via the original payment method within twenty-one (21) Business Days.

- 13.2. No payable compensation (when applicable) shall carry interest.
- 13.3. No compensation will be made if your Order contains alcohol, any dangerous goods and/or prohibited and/or restricted items.
- 13.4. In the event that your Order is damaged, you are eligible to file a claim via the Everuts' Support Team. You are required to provide or upload photos of the damaged Merchandise and its packaging and fill in the relevant claim processing information within three (3) days upon receipt of your Order. Any claim of compensation will not be accepted once the aforesaid deadline has passed.
- 13.5. You are required to retain all packaging materials and ensure that the Merchandise is in its original condition. Everuts reserves the right to ask for further documentation proof when applicable.
- 13.6. The claim processing and review time may take up to seven (7) Business Days and an additional three (3) Business Days may be required if additional documents or proof are requested.
- 13.7. Everuts may require you to return the damaged Merchandise to one of the O2O Stores or Everuts specified pick-up points. In such case, you are required to return the Merchandise to the designated place within three (3) Business Days upon request in order to complete your claim request.
- 13.8. Everuts reserves the right to refuse any claims in the event that (the following is not an exhaustive list):
 - 13.8.1. the Merchandise is not returned to Everuts when requested; or
 - 13.8.2. any requested documentation proof is lacking; or
 - 13.8.3. you made a false or misstatement during the claim process (at Everuts' sole decision).
- 13.9. If any products are damaged or undelivered due to uncontrollable factors, such as customs issues or logistics security procedures, Everuts will provide compensation in the form of a voucher equal to the value of the damaged or undelivered items.
- 13.10. In the event that your Order is cancelled by the Personal Shopper, you are eligible to a full refund. A direct refund shall be made to your account via the original payment method within twenty-one (21) Business Days.
- 13.11. Even if the package is adequately protected, there is still a chance that it may be damaged during transit. Please be careful when picking up and opening the package at the store, and we recommend that you take a video recording of the opening of the package for record purposes. No returns or exchanges will be accepted if the product is (but not limited to) damaged, worn, scratched, dirty, or the packaging is damaged due to improper use, disassembly, or other human factors. If the customer fails to provide the relevant video recording, we reserve the right not to arrange a refund.
- 13.12. Everuts reserves the right to final determination in respect of all lost and damaged Merchandise Claims, return and refund or insurance coverage.

14. Everuts Concierge Services

- 14.1. The Everuts Concierge Service provides you with options further than shopping with Personal Shoppers being at your service to assist in booking restaurants, nightlife, events, as well as other services.
- 14.2. For utilising the Everuts Concierge Service, a service fee will be charged. This fee is determined by the Personal Shopper and will be communicated to you during the reservation process.
- 14.3. Should the services you wish to book require a deposit, it is your responsibility to cover the deposit amount in addition to the service fee. The deposit amount should be included in the offer price provided by the Personal Shopper. In the event of a no-show, the deposit amount will still be charged, and no refund will be available.
- 14.4. Payments for both booking deposits and service charges will be transacted on Everuts. Service charges and deposits (if applicable) will be charged prior to booking the restaurant or service.
- 14.5. For modifications or cancellations, contact the Personal Shopper directly. Everuts or Personal Shoppers bare no responsibility for any penalties charged by the restaurant, event, or services in the event of a change or a cancellation.
- 14.6. Upon booking confirmation, the Personal Shopper will contact you directly with any confirmation notices or additional information provided by the service.
- 14.7. In the event of a failed booking, the order will be considered cancelled, and no payment will be taken. The cancellation will be processed within 14 working days.
- 14.8. Should a delivery fee be charged on the final order, the value charged for the delivery will be fully refunded to your method of payment.

15. Disclaimer of Warranties and Limited of Liability

- 15.1. We do not represent or warrant that access to our Site (including using our applications or software or website), or any part of it, will be uninterrupted, reliable or fault-free.
- 15.2. We do not represent or warrant to you that our Site or any of its contents will be accurate, complete or reliable.
- 15.3. We shall use our best endeavours to ensure that:
 - 15.3.1. any services (whether or not provided by us) will be provided with due care and skill; or
 - 15.3.2. any Merchandise (whether or not provided by us) will be of merchantable quality or will be fit for any purpose (even if that purpose has been previously notified to us).
- 15.4. You agree that no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk.
- 15.5. To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise owe to you as a result of:
 - 15.5.1. any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our Site (including using our applications or software) or any information on our Site;
 - 15.5.2. the unavailability of our Site (or any part of it), merchandise or services;
 - 15.5.3. any delay in providing, or failure to provide or make available, merchandise or services, or any negligent provision of merchandise or services;
 - 15.5.4. any merchandise not being of merchantable quality or fit for their intended purpose; or
 - 15.5.5. any misrepresentation on or relating to our Site, the Merchandise or the Services.
- 15.6. Save as required by law:
 - 15.6.1. we will not be liable to you for any indirect or consequential loss, damage or expenses, including loss of profits, business or goodwill, arising out of any problem you notify to us, and
 - 15.6.2. we will have no liability to pay any money to you by way of compensation except otherwise specified in these terms and conditions.
- 15.7. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Merchandise from our Site. We make no representation and accept no liability in respect of the export or import of the Merchandise you purchase.
- 15.8. You agree that each of these limitations is reasonable having regard to the nature of our Site and in particular given that when you purchase Merchandise through our Site you will enter into a separate contract with the Personal Shopper in each case.
- 15.9. None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such cases our obligation, where permitted by law, will be limited to the resupply of our Services or the Merchandise to you.
- 15.10. Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

16. Warranties

- 16.1. You represent, warrant and covenant that you will not:
 - 16.1.1. use our Site for any fraudulent or unlawful purpose;
 - 16.1.2. use our Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
 - 16.1.3. interfere with or disrupt the operation of our Site or the servers or networks used to make our Site available; or violate any requirements, procedures, policies or regulations of such networks;
 - 16.1.4. transmit or otherwise make available in connection with our Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
 - 16.1.5. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to our Site (including our applications or software);
 - 16.1.6. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of our Site (including our applications or software);
 - 16.1.7. frame or mirror any part of the Site without our express prior written consent;
 - 16.1.8. create a database by systematically downloading and storing the User Content or any Site content; and
 - 16.1.9. infringe any copyright, design right and Intellectual Property Right in and of the Merchandise.

17. User Content

General Terms of Use

- 17.1. You must not abuse, offend, harass, threaten, impersonate or intimidate other Everuts users in any other means including but not limited to direct messaging another user or commenting on another user's posts.
- 17.2. You must not create, submit, send or publish unwanted and inappropriate comments, posts, messages or product reviews i.e. spam to any Everuts members including both Personal Shopper and Users.
- 17.3. You understand and agree that Everuts and/or Offbeat cannot be and shall not be responsible nor liable for any User Content under any circumstances, regardless of whether we had knowledge of the User Content. You shall be legally liable for the User Content you submitted, posted and displayed on our Site.
- 17.4. You understand that there will be occasions when our Services may be disrupted and interrupted for scheduled maintenance, regular updates or emergency repairs for the Site. As such you are encouraged to maintain your own backup of the User Content.
- 17.5. If you are suspected to have violated or have violated any of these terms and conditions, Everuts and/or Offbeat reserves the right to delete any User Content or terminate your account without prior notice. Any deleted User Content may be stored by Everuts to comply with certain applicable laws and shall only be retrievable with a Court order or for the purpose of complying with certain laws and legal obligations.

Proprietary Rights in User Content on Everuts

- 17.6. When you submit, post and display any User Content, you grant us, a perpetual, irrevocable, non-exclusive, worldwide, transferable, sub-licensable fully paid-up and royalty-free licence to reproduce, distribute, communicate to the public, publicly perform, modify, prepare derivative works of, display and otherwise use the User Content in connection with the Site, including without limitation for the purposes of promoting and redistributing part or all of the Site in any media formats and through any media channel. Without limitation, the rights that you grant to us under this clause include a right to grant each user of the Site a sub-licence to use the User Content to the extent permitted by the functionality of the Site from time to time. You hereby waive, and procure that all other authors of the User Content waive, all moral rights in the User Content (including rights to be identified as the author of the User Content or to object to any derogatory treatment of the User Content), whether such rights subsist now or at any time in the future in any place in the world.
- 17.7. You represent, warrant and covenant that:
 - 17.7.1. you have the legal right and authority to grant the licence in clause 15.6 above;
 - 17.7.2. you are the owner of the User Content and/or have all of the necessary rights, consents, permissions and licences which are required for you to grant us the licence in clause 15.6 above;
 - 17.7.3. by exercising the licence in clause 15.6 above, we shall not infringe the intellectual property rights or other rights of any third party;
 - 17.7.4. to the extent that the User Content identifies any individual (whether by name, picture or otherwise), you have obtained all consents and permissions from those individuals which are required for us to use the User Content as contemplated by the licence in clause 15.6 above; and
 - 17.7.5. at our request, you will provide us with written copies of any consent, permission and licence that you are required to obtain.

18. Linked Websites

- 18.1. Certain links, including hypertext links, in our Site will take you outside of our Site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. To the extent permitted by applicable laws, we are not responsible for the content of any website outside our Site nor for any damage, loss or offence caused or alleged to be caused by the use of or reliance of any such content, merchandise, goods or services on those websites or links outside of our Site.

19. Intellectual Property

- 19.1. All intellectual Property Rights in the User Content, design, text, graphics and other material on our Site and the selection or arrangement thereof are owned, controlled or licensed by or to us. Any authorised use without our prior written permission is strictly prohibited.
- 19.2. All trademarks, product names and company names or logos used in our Site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

20. Indemnity

- 20.1. You agree to indemnify us and all of our directors, employees and contractors, and hold us all harmless from any claim, loss, damage, cost, expense (including legal expenses) or other liability which maybe incurred by us arising out of any break of the covenants, warranties, representations and agreements herein.

21. Reviews

- 21.1. Customers and Personal Shoppers will have an opportunity to review and comment on each other. Your Review must be accurate, unbiased and may not contain any discriminatory, offensive, defamatory, or other language that violates our Community Guideline. Reviews are not verified by Everuts for accuracy and may be incorrect or misleading.

22. Privacy

- 22.1. We take privacy issues seriously. Our Privacy Policy covers our use of any information you provide. By using our Services, you agree that we may collect, store, and use information about you in accordance with our Privacy Policy. You acknowledge and agree to be bound by the terms of our Privacy Policy.

23. Entire Agreement

- 23.1. These Terms, together with any documents incorporated herein by reference, constitute the sole and entire agreement and understanding between you and us and supersede, cancel and nullify any previous agreement between you and us.

24. Events Outside of Our Control

- 24.1. We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our Services through our Site resulting from any event or circumstance beyond our reasonable control.

25. Severability

- 25.1. These clauses shall apply to the fullest extent permitted by applicable law. If any part of these terms is not enforceable, this will not affect the enforceability of any other parts.

26. Governing Law and Jurisdiction

- 26.1. Anything related to your Order, use of the Site, Services provided by Everuts, or these Terms or any dispute or claim arising out of or in connection with it or its subject matter or formation will be construed in accordance with the laws of Hong Kong.
- 26.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong over any claim or matter arising under or in connection with these Terms.

We reserve the right to terminate or vary the above terms from time to time without any prior notice. In the event of any dispute, our decision shall be final and conclusive.

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