

EDBOOKSHELF TERMS OF USE

1. Acceptance of Terms

- 1.1 The following terms and conditions (“Terms of Use”) apply to the services available from the application, the domain and sub-domains of EdBookShelf and related web site designated by Hong Kong Education City Limited (“EdCity”) and are the terms and conditions on which EdCity offers you access to EdBookShelf. By accessing browsing or using EdBookShelf, you accept these Terms of Use. If you do not accept these Terms of Use, you must refrain from accessing, browsing or using EdBookShelf.
- 1.2 You also agree that you shall comply with the following terms and policies on EdCity Website that are related to the service offered on the EdBookShelf:-
- (i) [Privacy Policy Statement](#);
 - (ii) [Copyright and Intellectual Property Rights](#);
 - (iii) [Disclaimer](#); and
 - (iv) [Terms of Service](#).
- 1.3 These Terms of Use may be amended in whole or in part by EdCity from time to time without prior notice to you. Amendments to these Terms of Use will be effective immediately upon the posting of the amended Terms of Use on EdBookShelf. You are responsible for ensuring that you are familiar with the latest Terms of Use. Your continued use of EdBookShelf represents your agreement to be bound by the Terms of Use as amended.
- 1.4 If EdCity has posted a translation of the Terms of Use, you agree that the translation is provided for reference only and that the English language version will prevail.

2. Definitions

- 2.1 In these Terms of Use, the following expressions have the meaning set out below:
- (i) **“EdBookShelf”** means the software application and related web site designated by EdCity that allow the Users with access to the eBooks or other digital contents.
 - (ii) **“eBook”** means the digital contents and/or computer codes which are in an acceptable technology format able to be used in the EdBookShelf.
 - (iii) **“EdCity Website”** means the main website edcity.hk as well as other websites / cloud services / mobile Apps / digital platforms owned and/or administered by EdCity including any successor designated by EdCity, collectively deliver EdCity services to Users.
 - (iv) **“EdCity”** or **“we”** or **“us”** or **“our”** means Hong Kong Education City Limited.
 - (v) **“User”** or **“you”** means any person that access, browse or use EdBookShelf, with valid EdCity member account.

(vi) **“Content Provider”** means the party offering eBooks or any digital contents in EdBookShelf which may be a third party or by selection by us.

(vii) **“Device”** means a computing device or other supported electronic device on which you are authorized to operate EdBookShelf as determined by EdCity.

2.2 In these Terms of Use, unless the context otherwise requires:

(i) headings are for convenience only and shall not limit, extend, vary or otherwise affect the construction of any provision of these Terms of Use;

(ii) words and expressions importing the singular include the plural and vice versa; and

(iii) words and expressions importing one gender include both genders and the neuter, and references to persons include natural persons, bodies corporate or unincorporated, sole proprietorships, partnerships, associations, enterprises, branches and all other forms of organisations and entities.

3. Account and Account Security

3.1 In order to access the EdBookShelf, the Users need to have a valid EdCity member account. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities conducted under your account. It is your responsibility to notify us immediately of any unauthorized use of your account, password or any breach of security.

4. Activity

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- 4.4 Some eBooks may require an activation key to unlock the security protection before they can be used. It is your responsibility to activate the eBook before the expiration date of the activation key.

5. System Integrity

- 5.1 While we will use our reasonable endeavors to ensure the availability of EdBookShelf, subject to any downtime required for maintenance, you acknowledge that we take no responsibility for any system unavailability or for any loss that is incurred as a result of EdBookShelf being unavailable. We also assume no responsibility for the corruption of any data or information held by us.

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- 7.1 We may communicate with you by email or by posting notices on EdBookShelf. You consent to receive communications from us by email. You agree that all agreements, notices, disclosures and other communications that we provide to you in this manner satisfy any legal requirement that such communications be in writing.

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- 9.1 EdCity reserves the right to change the design, features and/or functionality of the EdBookShelf from time to time by keeping the updated version available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download any updated version of EBookShelf, but in some circumstances you may not be able to continue using the EdBookShelf until you have downloaded the updated version. EdCity may delay or suspend the display of, or refuse to display, any or all contents in its sole discretion.

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- 10.1 Please read our [Privacy Policy Statement](#) which sets out the general policies on how we use and protect your personal information in relation to all EdCity Website and EdBookShelf.

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- 11.1 The EdBookShelf and its services are provided “as is” without warranty of any kind, expressed or implied including without limitations accuracy, omissions, completeness or implied warranties or merchantability or fitness for a particular purpose or other incidental damages arising out of the use or the inability to use the EdBookShelf, you acknowledge that the use of this service is entirely at your own risk.

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- 12.1 If you have a dispute with Content Provider, User or any third party in relation to your use of EdBookShelf, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 12.2 EdCity will not participate in resolving any disputes between the Content Provider and User arising out of or in connection with any using of eBooks. EdCity urges the Content Provider and User to resolve such disputes in a reasonable and cooperative manner.

13. Indemnity and Defence

- 13.1 You agree to indemnify and hold EdCity (including its directors, officers, employees, parent companies, subsidiaries, affiliates and agents) harmless from and against any and all claims, cost, losses, damages, judgments, penalties, interest and expenses (including legal fees) arising out of any claim (being any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or an entity) that relates or arises out of your use of EdBookShelf.

14. Limitation of Liability

- 14.1 To the fullest extent permitted by law, EdCity will not be liable for any damage of any kind, including without limitation direct, indirect, incidental, punitive, special or consequential damages (including, without limitation any loss of profits, loss of revenue or loss of data) arising out of or in connection with these Terms of Use, the use of EdBookShelf, including (but not limited to) any damages for loss of profits, goodwill, use, data or other intangible losses

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15. Refuse access or use of EdBookShelf

15.1 EdCity, in its sole discretion, may refuse service to anyone for any reason or may refuse access to or use of EdBookShelf by any person, with or without prior notice, and without liability.

16. No Agency

16.1 No agency, partnership, fiduciary, trustee, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

17. Severability

17.1 If any provision of these Terms of Use becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining Terms of Use, which shall continue in full force and effect.

18. No Waiver

18.1 If we do not exercise or enforce any right available to us under these Terms of Use, it does not constitute a waiver of that right. We will not be considered to have waived any of our rights or remedies described in these Terms of Use unless the waiver is in writing and signed by us. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any term of these Terms of Use will not constitute a waiver of our right to subsequently enforce such term or any other terms of these Terms of Use.

19. Policy Enforcement

19.1 We reserve the right to review and take appropriate actions to deal with any violation of these Terms of Use, including, without limitation removing, disabling or suspending use by any User or Content Provider that violates these Terms of Use, to claim from you for all losses and/or damages as a result of your breach and to report any activity that we suspect to have violated any relevant law or regulation to appropriate law enforcement agencies.

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21.1 It is expressly provided that the Contracts (Rights of Third Parties) Ordinance, (Cap. 623) shall not apply to these Terms of Use and nothing herein shall create rights to nor impose obligations on any third party under the said ordinance.

22. Governing Law

22.1 These Terms of Use are governed and construed in all respects by the laws of Hong Kong. You agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.