

Acceptance of Terms of Use

This page states the terms and conditions (the "Terms and Conditions") under which you may use the MTel Limited website (the "Web Site") . BY COMPLETING THE REGISTRATION ON-LINE FORM AND CLICKING THE "Register" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON AND DO NOT USE THIS WEB SITE AND OUR SERVICE. The Company may in its sole discretion revise these Terms and Conditions at any time without notice to you by updating this posting, and you are advised to visit this page periodically to review the Terms and Conditions, since they are binding on you. Violation of any of these Terms and Conditions may result in the cancellation of your registration with or without your notice or termination of access to the Web Site, as well as legal action against you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing the Web Site for any reason or any purpose.

1. Use of Material

The contents of the Web Site, such as text, graphics, image, music, logos, button icons, links, HTML code, trademarks, software and other material (collectively, the "Materials") and the compilation (meaning the collection, arrangement and assembly) of all Materials on this Web Site are protected under copyright, trademark and other applicable laws. All Materials and compilation thereof is the exclusive property of the Company or its content suppliers or clients. Unauthorised use of any of the Materials may violate copyright, trademark, and other applicable laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Materials on any copy you make of any of the Materials. You may make only one copy of the Materials, and that copy is only for your personal, non-commercial use, except as specifically provided in the particular Materials. You may not sell or modify the Materials or copy, reproduce, republish, upload, download, post, transmit, store in a retrieval system, display, publicly perform, distribute in any way, or otherwise use the Materials in any way without the Company's prior written consent and for any public or commercial purpose.

2. Acceptable Web Site Use

You may only use the Web Site for lawful purposes. You may not post any information that is inaccurate or false, or that infringes or violates the rights of any third parties, or

that in any way misrepresents you or your interests. You must abide by any policies posted on the Web Site. You understand that the Company provides no assistance, including the review, removal or editing of content posted on, or any customer support for the use of, the Web Site. If you have a password to the Web Site, you may not share that password with third parties.

You may not use the Web Site to transmit, publish, upload, post or circulate any material that is unlawful, harmful, threatening, harassing, tortuous, defamatory, obscene, libelous, violates another's privacy or publicity rights, violates another's intellectual property rights, or is otherwise offensive or objectionable. In addition, you may not in any way manipulate any of the Materials, or in any way interfere with the operation of the Web Site, including, without limitation, any transmission of software viruses or any computer code or messages designed to disrupt, interrupt or alter the operation of the Web Site. You may not use the Web Site to collect Information (as hereinafter defined) about Users of the Web Site.

3. Minors

If you are under the age of eighteen, or you are considered as a minor or not being capable of assuming legal responsibility, you are not allowed to use the Web Site if you would incur any legal obligations or liabilities in doing so. If you wish to view and access the Web Site, you shall seek advice from your parents or guardians as to the meaning and consequences of these Terms and Conditions. However, if your age is under thirteen, we consider you may not understand all the provisions of our policy or be able to make well-informed decisions about the choices available to our adult's users. You are not allowed to register as our member. We are not obliged to verify your age but in the event it is discovered that any User to this Web Site is not of legal age, we reserve our rights as may be available against such User, or the parents or guardians of such User, including the right to cancel your registration.

4. User Information Collection Statement

At the time of registration and at various times when using the Web Site, you will be asked to provide the Company with personally identifiable information including, without limitation, your name, date of birth, gender, contact information, Hong Kong Identification or passport number, ICQ number, e-mail address, credit card details (your "Information"). You must ensure that the Information you provide is accurate, true, current and complete. If this is not the case or the Company has reasonable grounds to suspect as such, the Company has the right to cancel your registration. You understand that any and all

Information you provide us will be collected and may be used for the purposes of collecting data for identity ratification and records, sending you information about different products and services, maintaining contact lists for correspondence, compiling aggregate statistics on Web Site usage and processing your purchase orders.

To enable us to provide you with customisable and personalised services, we use cookie files to store and track information about you when you visit the Web Site and this is done without you being aware that it is occurring.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any material or Information placed by you on the Web Site.

You are aware that any Information supplied by you will be retained by the Company and will be accessible to the Company's employees (including any employees of any holding, subsidiary or associated companies) and other persons or bodies corporate engaged by the Company for or in relation to any of the purposes listed above or to third parties as stated in the Privacy Policy Statement as set out hereinafter and you authorise the Company to disclose all or any part of the Information provided by you to such third parties.

You agree that the Company may release your Information when such release is reasonably necessary to (i) comply with applicable law, (ii) enforce or apply the terms of any of our User agreements, (iii) protect the rights, property or interest of the Company or our Users or (iv) in compliance with our Privacy Policy Statement.

You are aware of your rights under the Personal Data (Privacy) Ordinance to have access to your Information held by the Company, to request correction of your Information, to be informed of action taken in response to any such request and/or request that there be attached to your Information a statement which you can supply to the Company relating to the fact that you have requested a correction. You agree to pay to the Company the reasonable charges requested by the Company in relation to the time and attendances involved in complying with your request in this regard.

Given the nature of the Internet, we cannot guarantee that the transmission of data is 100% secure.

However, we shall take all practicable steps to ensure that any Information collected by

us via the Web Site is safe and secure from third party interference. However, please be aware that MTel Limited advertisers or web sites that have links on our Web Site may collect personal data about you. Once we have received such Information, we will maintain this Information according to our usual strict security and confidentiality standards.

5. Protection and change of account name and password

User is responsible for maintaining the confidentiality of its account name, number and password. User shall be responsible for all uses of its account, whether or not authorized by User. User agrees to immediately notify MTel Limited of any unauthorized use of its account.

Access or correction requests can be made through the online function offered. For the further request or password forgotten, please send e-mail to info@mtelnet.com.

For more information on our Privacy Policy Statement, please click on the Privacy Policy Statement button on the homepage of the Web Site.

6. Member Conduct

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through MTel Limited. By way of example, and not as a limitation, you agree not to:

- a) use MTel Limited in connection with chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- b) harvest or otherwise collect information about others, including email addresses, without their consent;
- c) create a false identity or forged email address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
- d) transmit through MTel Limited unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material any kind or nature;
- e) transmit any material that may infringe the intellectual property rights or other rights of third

parties, including trademark, copyright or right of publicity;

f) transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

g) violate any Hong Kong or U.S. law regarding the transmission of technical data or software exported through MTel Limited;

h) interfere with or disrupt networks connected to MTel Limited or violate the regulations, policies or procedures of such networks;

i) attempt to gain unauthorized access to MTel Limited, other accounts, computer systems or networks connected to MTel Limited, through password mining or any other means; or

j) interfere with another member's use and enjoyment of MTel Limitedexchange.com or another entity's use and enjoyment of similar services.

7. Public Disclosure of Information

Before you send any Information, YOU MUST CHECK WHETHER YOU ARE SENDING IT IN THE PUBLIC AREA OF THE WEB SITE. IF YOU ARE SENDING IT IN THE PUBLIC AREA, you acknowledge that you are doing so voluntarily and that any person may use such Information for the purpose of exchanging mails or chatting between or amongst members or introducing you to members. All such Information you voluntarily make available in the public area is not to be regarded as being collected by us and we have no responsibility whatsoever to handle such Information given by other persons in the public area of the Web Site, which may be untrue, misleading, obscene, unlawful or defamatory. You acknowledge that it is beyond our control to verify the truthfulness of all such Information and we also have no responsibility whatsoever to handle any request for correcting or removing such Information.

8. Merchandise

We are not obliged to accept any tokens you may earn when using the Web Site for the purpose of redeeming the same for gifts or products or discount for purchase of products. Our determination of the number of tokens you have earned (as recorded by us) is final and conclusive.

All merchandise, products or services (collectively the "Merchandise") offered, introduced or

mentioned in the Web Site are, unless otherwise stated, provided by third parties. You make no reliance whatsoever on us regarding the accuracy or reliability of any of the information that may be provided in the Web Site concerning such Merchandise. We cannot, and do not make any representations or warranties as to the security of any Information that you might be requested to give to such third party. You are strongly encouraged to make whatever investigation you feel necessary or appropriate before proceeding with any on-line or off-line transaction with any of these third parties. To the maximum extent permitted by law, we DISCLAIM all representations and warranties, express or implied, with respect to merchantability, fitness for a particular purpose, any implied warranties arising from course of performance or course of conduct in relation to the Merchandise. We accept no responsibility and in no event shall we be liable for any damages whatsoever, including, without limitation, costs of procurement of substitute goods or services, lost profits, lost data or any direct, indirect, special, punitive, incidental, exemplary or consequential damages relating to the use, inability to use, performance or non-performance of the information or Merchandise that is offered, introduced or mentioned in this Web Site. The offer, introduction or mention of the Merchandise is only an invitation to treat by the third party seller and you acknowledge that purchase of any such Merchandise may only be accepted as long as stock lasts.

9. Disclaimer

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MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALISATION SETTINGS.

THE COMPANY DOES NOT WARRANT THAT THE WEB SITE IS OR WILL BE AT ANY TIME ERROR-FREE, THAT THE WEB SITE AND ITS SERVER ARE OR WILL BE AT ANY TIME FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE OPERATION OF THE WEB SITE WILL BE UNINTERRUPTED, TIMELY OR SECURE. IF YOUR USE OF THE WEB SITE OR THE MATERIALS RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

IN NO EVENT SHALL THE COMPANY, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE ASSUME RESPONSIBILITY OR BE LIABLE (TO THE EXTENT PERMITTED BY LAW) FOR ANY DAMAGES OR INJURY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE MATERIALS, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, INTERCEPTION OF ONLINE COMMUNICATION, SOFTWARE OR HARDWARE PROBLEMS (INCLUDING WITHOUT LIMITATION LOSS OF DATA OR COMPATIBILITY PROBLEMS), THEFT, DESTRUCTION OR ALTERATION OF THE WEB SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE OR, UNDER ANY OTHER CAUSE OF ACTION RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF THE WEB SITE, OR ANY UPLOADING, DOWNLOADING OR PUBLICATION OF DATA, TEXT, image OR OTHER MATERIAL OR INFORMATION TO OR FROM THE WEB SITE AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the use of the Web Site concerning companies, stock quotes, investments or securities, please read this Section again.

THE INFORMATION OR MATERIALS CONTAINED OR PROVIDED ON THIS WEB SITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY INTENDED FOR TRADING OR INVESTING PURPOSES. THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY SUCH INFORMATION OR MATERIALS TRANSMITTED ON THE WEB SITE AND SHALL NOT BE RESPONSIBLE OR

LIABLE FOR ANY TRADING OR INVESTMENT DECISIONS MADE BASED ON SUCH INFORMATION OR MATERIALS.

10. Indemnification

You agree to indemnify, defend and hold the Company and its subsidiaries, associated companies, affiliates, officers, agents, co-branders or other partners and employees harmless against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys fees and disbursements) arising from your acts or inaction in breach of these Terms and Conditions.

11. Links

The Web Site contains links to other sites and pages, which are not maintained or controlled by the Company and for which the Company is not responsible. When you activate any of these links or pages you leave the Web Site and access to such a site or page is at your own risk for which the Company disclaims all responsibility and liability.

12. GOVERNING LAW

THE TERMS AND CONDITIONS SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THERE OF. YOU AGREE THAT ANY CLAIM YOU MIGHT HAVE AGAINST THE COMPANY SHALL BE BROUGHT BEFORE THE COURTS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION.

13. Severability

If any one or more of these Terms and Conditions, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining Terms and Conditions shall not in any way be impaired.

14. Dealings with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Web Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Web Site.

15. Company Promotions

MTel Limited and/or third parties may, from time to time, send email messages to Users containing advertisements, promotions, etc. MTel Limited does not make any representation or warranty with respect to the content of any such email messages or any goods services which may be obtained from such third parties, and User agrees that MTel Limited shall not have any liability with respect thereto.

From time to time, the Company shall run on-line promotions on the Web Site. If such promotions involve the earning or accumulation of bonus points or other things of value, our determination of the number of bonus points you have earned (as recorded by us) shall be final and conclusive. In the event of a dispute, the decision of the Company shall be final. The Company reserves the right to modify at any time during the promotion period the specific terms and conditions relating to such promotions. You agree and accept that any products or services advertised in such promotions shall only be provided subject to availability and if such services require the consent of a third party, you agree and accept that such service shall only be available if that third party consents.