

**Under the requirements of the Laws of most Countries of the World
WE HAVE AN OBLIGATION to inform VISITORS to a WebSite of certain LEGAL ISSUES
that are set-out below that VISITORS MUST ACCEPT and agree to in full
or else the VISITOR – MUST LEAVE THE WEBSITE IMMEDIATELY.**

**The following determines and regulates your legal access to this WebSite.
IF YOU DO NOT ACCEPT OR FULLY COMPLY with these Under 14 Policy, Terms of Use
and Privacy Policy conditions, you have no right to visit this WebSite and you are
fraudulently using this WebSite therefore you must ...**

IMMEDIATELY CEASE AND DESIST and LEAVE THIS WebSite IMMEDIATELY.

Fraudulent use of the WebSite may make you subject to civil or criminal punishments.

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TERMS OF USE

**Essential Reading – Terms of use and conditions relating to who may use this
WebSite – you should print a copy of this Terms of Use for your records and obtain
legal advice to ENSURE YOU UNDERSTAND AND COMPLY AT ALL TIMES.**

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**You, the VISITOR TO THIS WebSite, irrevocably agree that a LEGAL CONTRACT is created
and applies each and every time you access the WebSite together with all it's associated pages
and that**

the Legal Contract is BETWEEN

The Owners of the Domain Name registered and as shown in the WebSite Licence Certificate
displayed on this WebSite (hereinafter "**SiteOwner**")

AND

The Visitor as defined in Clause A hereof (hereinafter "**Visitor**")

Whereas **the Visitor wishes to gain legal access to the WebSite** and is **NOW ON NOTICE**
that **compliance** with various Under 14 Policy, Terms of Use and Privacy Policy are a
requirement for access and must be agreed to and complied with IN ADDITION to
CONSIDERATION as herein described

Whereas

the **SiteOwner** has a publication published on their Internet WebSite (hereinafter "**WebSite**")
which is **RESTRICTED TO VIEWING LEGAL DOCUMENTS** legally permitted and required to
be viewed upon entry to the WebSite in order **for a VISITOR to determine their
compliance or otherwise** with the Under 14 Policy, Terms of Use, Privacy Policy and
applicable laws of the various Countries to which the Parties are also subject to and must also
comply with
and

THE PARTIES HERETO IRREVOCABLY AGREE that for **ACCESS to the WebSite** to be
GRANTED, a **CONSIDERATION IS REQUIRED** which is in the form of the VISITOR READING
and COMPLETE ACCEPTANCE of ALL of the WebSite's published documents, namely

- (1) Under 14 years of age Policy,**
- (2) Terms of Use**
- (3) Privacy Policy**
- (4) Sales of Goods Agreement**
- (5) Disclosure Statement** (hereinafter "**Legal Documents**")
- (6) WebSite Licence Certificate**

AND IT IS FURTHER AGREED BETWEEN THE PARTIES THAT

Clause A

Persons who visit or view this WebSite, whether intentionally or unintentionally, whether solicited or unsolicited, are described herein as "**Visitor**" whom **are parties to this Contract** and are variously described as belonging to one of the following Categories each of which are covered by this **Legal Contract**: -

(a) **INCLUDED PERSONS in the PERMITTED CATEGORY ARE COVERED**

"Subscriber" is defined as a Visitor who subscribe their name to Lists or Newsletters whether paid or unpaid

"Member" is defined as a Visitor who join and subscribe their name to a Membership List which may or may not have a Newsletter entitlement and offer special benefits subject to separate Rules of Membership which may contain restrictions and various categories of Membership promoted by this WebSite and may have Free or Paid Membership

"Affiliate" is defined as a Visitor who join an organization or marketing endeavour that may carry entitlements to a commission or to interact with or to advertise product and content for fee and reward promoted by this WebSite and may or may not have a Newsletter entitlement and offer special benefits subject to separate Rules of Membership which may contain restrictions and various categories of Membership promoted by this WebSite and may have Free or Paid Membership

"Customer" is defined as a Visitor who view, review, research, study, train how to, learn about, order, attempt to order, or receive a product sold (recipient) or advertised from this WebSite not only by passive acceptance, but by virtue of the Sale of Goods Agreement contract and includes Free, Sample, Bonus and Trial Download items

and

"Minor" is defined as a Visitor under the age of 18 years that

- (1) **MUST BE UNDER THE FULL LEGAL CONTROL AND RESPONSIBILITY OF A RESPONSIBLE ADULT or ADULT CUSTODIAN OF THE MINOR AT ALL TIMES WHILST THEY VIEW THE WEBSITE** and
- (2) **PROVIDED THAT AT ALL TIMES AN ADULT TAKES FULL LEGAL CONTROL AND RESPONSIBILITY and SUPERVISES the Minor whilst they **JOINTLY ACCESS** the WebSite since the Minor is "legally incompetent" and not of legal age to form a binding contract and**
- (3) **because the provisions of the Children's Online Privacy Protection Act of 1998 (COPPA) as amended from time to time, additionally apply to that Minor if they are Under 14 years of age and who is therefore instructed to immediately leave this WebSite.**

(b) **EXCLUDED PERSONS in the NOT-PERMITTED CATEGORY ARE STILL COVERED**

A person excluded from this WebSite because of the Terms of Use or from denial of service by the WebSite, or who is a person barred from receiving or accessing an internet service under the laws of the United States or other countries including the country in which you are a resident or from which you use the services, who nonetheless unlawfully views this WebSite, that person remains subject to the terms of the various Legal Documents and is in violation of the provisions of those various Legal Documents and therefore **MUST IMMEDIATELY LEAVE this WebSite.**

Any person(s)

- (1) described in either (a) or (b) above who is instructed they **MUST immediately leave this WebSite** or
- (2) **who does NOT ACCEPT** these Terms of Use and Privacy Policy conditions **IN FULL**,
 - has no right to visit this WebSite and is therefore fraudulently using this WebSite or
 - because they are Under 14 years of age**that person MUST IMMEDIATELY CEASE AND DESIST and LEAVE this WebSite.**

Fraudulent use of this WebSite may make you subject to civil or criminal punishments.

Clause B

THIS WEBSITE REQUIRES CONSIDERATION

for and **AS A CONDITION OF ALLOWING YOU ACCESS**

and **by your use and continued use** of this WebSite including viewing, visiting, or interacting with this WebSite or with any banner, pop-up, pop-under or advertising or hyperlink that appears on it, **YOU ARE IRREVOCABLY AGREEING TO and ACCEPTING EACH OF THE PROVISIONS** OF THE UNDER 14 YEARS OF AGE POLICY, TERMS OF USE, PRIVACY POLICY, SALE OF GOODS AGREEMENT, DISCLOSURE STATEMENT and WEBSITE LICENCE CERTIFICATE OF THIS WEBSITE

AND FURTHER

THE **VISITOR EXPLICITLY AND EXPRESSLY IRREVOCABLY AGREES** THIS WEBSITE RESERVES THE RIGHT TO DENY ACCESS TO ANY VISITOR FOR ANY REASON, and shall have no obligation at any time to give any reason or otherwise be accountable to give any reason for their decision, AND YOU FURTHER ACKNOWLEDGE AND AGREE THE WEBSITE IS FULLY AUTHORIZED AND ALLOWED TO COLLECT AND STORE DATA AND INFORMATION FOR THE PURPOSE OF EXCLUSION AND FOR MANY OTHER USES as determined at the SiteOwner's sole discretion

AND FURTHER

acknowledge that the contents of the LEGAL DOCUMENTS may change from time to time, and that VISITORS have an AFFIRMATIVE DUTY, AS PART OF THE CONSIDERATION FOR PERMISSION TO VIEW THIS WEBSITE, to keep themselves fully informed of changes, however, no notice of change(s) shall be given or be required to be given

THE VISITOR EXPLICITLY AND EXPRESSLY IRREVOCABLY AGREES

Unless the Visitor has an express written contract with this WebSite to the contrary, THE VISITOR EXPLICITLY AND EXPRESSLY IRREVOCABLY AGREES,

- (1) Visitor has no right to use the WebSite or it's information in a commercial or public setting; and Visitor has **NO RIGHT** to and **ACCEPTS ALL RISK** of ever kind for relying on or using, even in a private setting -
 - the content of, or portions thereof, including its databases, invisible pages, linked pages, underlying code, banners, advertising, pop-ups, pop-under, hyperlinks, videos or other intellectual property the WebSite may contain, for any reason or for any use whatsoever and may NOT broadcast, copy, save, print, sell, or publish any portion of the content of this WebSite which it acknowledges may contain text or graphics (or both) that may be considered to be offensive, immoral, sexual, degrading or otherwise "not acceptable"
 - Visitor understands that all information (such as application software programs, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images, RSS, blog) which Visitor may have access to are the sole responsibility of the person from which such content originated and Visitor agrees they may not modify, rent, lease, loan, lend, sell, reverse engineer, distribute or create derivative works based on this content (either in whole or in part) unless Visitor ADDITIONALLY has the specific written approval from the Attorney for the WebSite and the SiteOwner
 - a computer which interacts with the WebSite and any software or it's contents accepts that WebSite accepts no liability and makes no warranty that software or downloads from the WebSite are free of corrupting computer codes, including but not limited to, viruses and worms or other corrupting factors and the WebSite assumes no responsibility for damage to computers or software of the visitor or any person the visitor subsequently communicates with from corrupting code or data that is inadvertently passed to the visitor's computer
 - material contained on the WebSite must be presumed to be proprietary, trademarked, copyrighted and owned or licenced by the WebSite and used by the WebSite under licence and special permits without being individually identified at the time of publication
 - that in the event Visitor causes damage, which the WebSite is required to pay for, the Visitor, as a condition of viewing, promises to and shall reimburse the WebSite for all costs and expenses incurred
 - Visitor undertakes they will not engage in any activity that interferes with or disrupts the service of the WebSite and further Visitor agrees they will not

reproduce, duplicate, copy, sell, trade, resell the services, or inappropriately use the information or data of the WebSite.

- Visitor uses any WebSite provided bulletin boards or other public forums, such as chat rooms, at their own risk and may not assume that the WebSite monitors these services or protects them in any manner from information they post publicly or share with anyone else via these services and Visitor IRREVOCABLY ACCEPT full and personal responsibility and liability for all information Visitor provides and exposes to such public sites, including information the Visitor is exposed to, and exonerates the WebSite from all responsibility and liability in all respects.
- Visitor SPECIFICALLY AGREES to IMMEDIATELY cooperate with the WebSite to remove, de-activate, cease IMMEDIATELY any complained of activity and be PERSONALLY LIABLE for all damages and expenses incurred because of any Visitor illegal action(s) and AGREES to liquidated damages of US\$100,000.00 plus costs and actual damages for violating any provision herein

(2) No additional notice of any kind for any reason is due Visitor and Visitor expressly warrants that the right to notice is waived as a condition for permission to view and interact with the WebSite.

(3) Visitor forever waives all right to claims of damage of any and all kinds against the WebSite and the Owner of the WebSite including employees and contractors of the WebSite.

1. SUBMISSIONS

that any communication between Visitor and WebSite is deemed a submission, and that all submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall (in accordance with the Privacy Policy) become the exclusive property of the WebSite and may be used, without further permission, for commercial use without additional consideration of any kind and the Visitor agrees to only communicate that information to the WebSite, which Visitor wishes to forever allow the WebSite to use in any manner as WebSite sees fit AND Visitor agrees that Visitor is solely and fully responsible for and that the WebSite has no responsibility to Visitor or to any third party for any content that Visitor create, transmit or display whilst using the WebSite and that Visitor agrees and fully accepts full responsibility for any loss or damage which the WebSite may suffer by doing so AND FURTHER Visitor without any objection, foregoes and does now give-up and **transfers FOREVER and without fee or reward whatsoever ALL it's right title and interest** in any submitted copyright or trademark **irrevocably in favour of the SiteOwner** as part of the CONSIDERATION for viewing and using this WebSite and as a consequence of permission for this visit IMMEDIATELY upon Visitor submitting and transferring or uploading to the WebSite without the need for any further documentation beyond this document.

2. ASSOCIATED WebSite AND OWNERSHIP

that all data collected about Visitor may be shared with any and all associated WebSite(s) in which the SiteOwner has an interest as owner, part-owner or shareholder and may be used as determined at the sole discretion of SiteOwner and Visitor ACKNOWLEDGES and AGREES that any of these associated WebSite(s) may provide services including Newsletters and promotional emails to Visitor on behalf of the WebSite and SiteOwner.

3. PASSWORD AND SECURITY

Visitor agrees and understands that if Visitor is permitted to have an access code (in order to Sign-in or Log-in) with a password then Visitor is solely responsible for maintaining the confidentiality of that access code and password associated with any account Visitor uses to access the WebSite and as such Visitor shall be solely responsible for all activities that occurs in the Visitor account.

4. UNSUBSCRIBE

Visitor IRREVOCABLY AGREES by Visitor access and use of the WebSite that all possible data concerning the Visitor is permitted to be collected and stored as a submission for which consent is given to WebSite to email the Visitor at the discretion of the WebSite, and Visitor waives all rights to file complaints concerning unsolicited email against the WebSite, however, all email communication with Visitor shall contain an **'unsubscribe'** link which the Visitor may

use to notify the WebSite that Visitor no longer wishes to receive solicitations or information from the WebSite, and **when invoked, Visitor's name and details will be removed from the general solicitation database**, PROVIDED HOWEVER, that if Visitor disclosed their personal data that has been collected by a third party then this WebSite may not be able to determine the holder of such data and takes no responsibility for the security of such data.

5. THIRD PARTY

WebSite does link to and use third parties including Affiliates for the purpose of introductions and sales and WebSite accepts no responsibility for the security of such data that any third party might receive, process and store.

This WebSite takes measures to protect its data that contains information related to Visitor, however, **as a CONSIDERATION** for viewing this WebSite or interacting with this WebSite in any manner, **Visitor waives all right to claims of any nature against this WebSite** concerning the loss, alteration, or misuse of information including damages to Visitor.

6. LANGUAGE

That if at anytime Visitor is provided with a translation of the English language version of the **Legal Documents**, then Visitor agrees that the translation is provided for their convenience only and that the English language version shall take precedence if there is any contradiction between the versions.

7. TYPE FONT CAPITALIZATION

Visitor agrees irrespective of font size, capitalization, boldness or otherwise of characters in all the Legal Documents that these styles are used to enable emphasis for speed reading, however, for legal purposes all characters have the same importance and are to be read as if all characters are in standard lowercase of same boldness and font size and that paragraph headings are used to enable easy location of contents,

8. INDEMNITY

Visitor IRREVOCABLY AND FULLY INDEMNIFIES the SiteOwner, WebSite, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, auditors, and contractors (hereinafter know as the "Indemnified Parties") harmless in all things arising out of any breach of the Legal Documents by Visitor and Visitor agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use and Visitor agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith AND FURTHER Visitor fully indemnifies and holds the Indemnified Parties harmless from and against any claims brought by third parties arising out of Visitor use of the information accessed from the WebSite or any stored data.

9. REMEDY WAIVER and ENFORCEMENT

WebSite waiver of any breach of this Agreement **shall NOT constitute an amendment to this Agreement or waiver of subsequent breaches** hereof.

Visitor agrees that if WebSite does NOT exercise or enforce any legal right or remedy which is contained in the **Legal Documents**, this will **NOT be taken to be a formal waiver of WebSite rights** and further that all of **those right or remedies will remain and still be fully available to WebSite.**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and any provision that is deemed to be unenforceable or invalid shall be interpreted to the maximum extent of enforceability.

10. TERMINATION

If you wish to terminate your legal agreement with WebSite Visitor may do so at any time by

- (1) **Sign-out of each and every page of WebSite**
- (2) **never view, enter, Log-in or Sign-In ever again to WebSite**
- (3) **send an email to the "webmaster" of the WebSite** advising of such termination together with all your Visitor identification data and upon receipt or as soon as practical, WebSite shall **opt-out Visitor details** so that no further communications are sent to Visitor, however, **in the event that Visitor receives further communication Visitor agree to use the opt-out feature of the communication Visitor receives to enable better identification for opt-out identification**

PROVIDED THAT when these **Terms of Use, Privacy Policy**, and if applicable Sale of Goods Agreement, come to an end, all of the legal rights, obligations and liabilities that Visitor and WebSite have benefited from, been subject to, or which are expressed to continue indefinitely, shall be unaffected by this cessation indefinitely.

11. NOTICE

Visitor agrees that any NOTICE to be sent to Visitor, including but not limited to any legal notices, arbitration and court-related notices, shall be sent to Visitor via Email at the Email address that Visitor designate when Visitor submitted or made a purchase.

Any NOTICE to WebSite MUST BE by certified mail or registered mail, return receipt requested, to the physical address specified at the end of the series of documents that form part of the Legal Documents.

12. ACCEPTANCE OF THE TERMS

Visitor has a legal obligation to view, read and EITHER ACCEPT OR REJECT the terms and conditions of this and EACH electronic document that are known collectively as the Legal Documents and may not assume that any documents remains the same and Visitor agrees to check the wording and requirements each time Visitor visit the WebSite.

Visitor's continued use of this WebSite always evidences acceptance of EACH of the terms of EACH of ALL the Legal Documents.

An exit button is provided at the end of each document in the series of Legal Documents to enable the VISITOR to take affirmative action to REJECT and EXIT this WebSite in the event of non-acceptance otherwise failure to exit and continued use of this WebSite shall signify the VISITOR's acceptance of all of the terms and conditions to the same extent as if Visitor's written signature was contained hereon.

13. DISPUTES and ARBITRATION

As part of the CONSIDERATION that the WebSite requires for viewing, using or interacting with this WebSite, Visitor **IRREVOCABLY agrees to use binding ARBITRATION** for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to a purchase, product, including solicitation issues, Terms of Use issues, Privacy Policy issues, Sale of Goods Agreement issues, and Disclosure Statement issues.

Visitor **EXPRESSLY AGREE THEY DO NOT HAVE THE RIGHT** to go to Court or have a jury trial or to engage in pre-trial discovery except as provided in the Arbitration Rules; AND WILL NOT HAVE THE RIGHT TO PARTICIPATE as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, witness and expert fees, collection fees, investigation fees and travel expenses.

14. APPLICABLE LAW JURISDICTION AND VENUE

Visitor agrees that the applicable law to be applied shall, in all cases, be that of the City and Country of Hong Kong, Hong Kong and if any matter shall be brought before a Court of law, pre- or post-Arbitration; Visitor IRREVOCABLY AGREES to that the sole and proper jurisdiction is the City and Country selected by the WebSite Owner and unless selected or specified – Hong Kong, Hong Kong. In the event that litigation is able to be conducted in a Federal Court, the proper Court shall be the closest Federal Court to the Seller's address.

15. ADDITIONAL MATTERS

In the event any matter is NOT covered in any of the Legal Documents then the provisions of this Terms of Use shall be deemed to be specifically incorporated in that document and shall apply in all respects.

16. LATEST UPDATE

This document was last updated on: 1st June 2009

17. COPYRIGHT

This document is used under license. The copyright is owned by the Owner of GoLegally.com.

○ Visitor **REJECTS and DOES NOT ACCEPT** the terms of this Terms of Use <http://www.google.com>