

Terms of use

fantopia.io is operated by FANTOPIA (HK) CO., LIMITED. ("our", "us" and "we") We're a company registered in FLAT/RM A 12/F ZJ 300, 300 LOCKHART ROAD, WAN CHAI RD, HONG KONG. support@fantopia.io is our email address. Fantopia is our trading name.

These are the Fantopia.io Terms and Conditions (the "**Conditions**"), which apply to the use of Fantopia.io by end users. By using Fantopia.io, you agree to be bound by the **Conditions**. Fantopia.io is provided for residents who are over the age of 18. If you are not over the age of 18 or do not agree to be bound by the Conditions, you may not use or access Fantopia.io, and we reserve the right to restrict or prevent your access. If you have any questions regarding these Conditions, please contact us at support@fantopia.io.

1 YOUR OBLIGATIONS

1.1 You will not:

- (a) use the Website (or any part of it) for any illegal purpose and you shall use it in accordance with all relevant laws;
- (b) upload or transmit through the Website (whether by way of User Submission (as defined below) or otherwise)
- (i) any computer viruses, macro viruses, trojan horses, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or
- (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- (c) use the Website in a manner which
- (i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or
- (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy);

- (d) create or publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website;
- (e) copy or distribute any part of the Website in any medium without our prior written consent; and
- (f) alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.

1.2 You agree that in the event that you have any right, claim or action against any end user of the Website arising out of that end user's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

1.3 You may only use the Website for your personal and non-commercial use.

2 OUR RIGHTS

2.1 We reserve the right to:

- (a) modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- (b) change these Terms from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the Website; and/or
- (c) monitor any activity and content associated with the Website. We may investigate any reported violation of these Terms or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

2.2 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

3 YOUR PERSONAL DATA

We respect your Personal Data and shall deal with it in accordance with our Privacy Statement and applicable Data Protection legislation in place from time to time.

4 LINKS TO OTHER WEBSITES

We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

5 ACCOUNTS

In order to use some parts of the Website, you may need to create an account. You must never use another Website user's account without obtaining their prior consent. You must provide full and accurate information when you create your account with us. You are solely responsible for the activity that occurs on your account, and so we suggest that you keep your account password secure. You must notify us immediately if you are aware of any unauthorised use of your account.

6 USER SUBMISSIONS

6.1 We may now or in the future allow the submission to the Website of videos and/or other communications or materials by users of the Website (collectively "User Submissions"). User Submissions must comply at all times with these Terms and with any separate terms and conditions relating to such User Submissions that we may publish on the Website from time to time.

6.2 By submitting User Submissions to the Website you hereby grant:

- (a) to us, an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide right and licence (with the right to grant sub-licences) to use, copy, modify, host, aggregate, share, prepare derivative works of, syndicate, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Submissions (and otherwise communicate such User Submissions to the public) through any media now known, or hereafter developed (including, without limitation, websites other than the Website), for any purpose whether commercial, advertising or otherwise; and
- (b) to each user of the Website, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, licence to access the User Submissions through the Website.

6.3 By submitting User Submissions to the Website you warrant, represent and undertake to us that:

- (a) you have full power and authority to grant the rights and licences relating to the User Submissions set out in this Agreement; and
- (b) the User Submissions you submit:
 - (i) do not infringe any third party's intellectual property rights (including without limitation copyright and/or trade marks), other proprietary rights or rights of publicity or privacy;
 - (ii) do not violate any law, statute, ordinance or regulation;
 - (iii) are not defamatory, libellous, unlawfully threatening or unlawfully harassing;
 - (iv) are not obscene or pornographic; and
 - (v) do not violate any laws regarding unfair competition, anti-discrimination or false advertising.

6.4 We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and, subject to clause 8 below, we expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities or any infringement of any other intellectual property rights on the Website. We reserve the right to remove the User Submissions without notice for any reason in our absolute discretion, including, without limitation, breach of the User Submission Conditions and/or breach of any intellectual property rights/

6.5 You acknowledge that when using the Website, you may be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto (subject to clause 8 below).

7 ACCESSIBILITY

We take our responsibility for making accessible web content and software seriously. We are committed to ensuring accessibility for people with disabilities and to meeting current accessibility standards. Many Internet users with disabilities find websites difficult to use simply because of the way they are designed. We are in the process of reviewing and redesigning our websites to be as accessible as possible and to be compatible with the types of adaptive technology used by people with disabilities, including screen readers.

8 LIMITATION OF LIABILITY

8.1 WHILST WE WILL USE REASONABLE ENDEAVOURS TO VERIFY THE ACCURACY OF ANY INFORMATION WE PLACE ON THE WEBSITE, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR

IMPLIED IN RELATION TO ITS ACCURACY.

8.2 The Website is provided on an "as is" and "as available" basis for your information and personal use only without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

8.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server which makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

8.4 Notwithstanding any other provision in the Terms, nothing shall limit your rights as a consumer under the laws of Hong Kong.

8.5 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

8.6 We will not be liable in contract, tort (including, without limitation, negligence) or otherwise for:

- (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- (b) any loss of goodwill or reputation; or
- (c) loss of data or use of data; or
- (d) any special or indirect or consequential losses, howsoever arising and in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

8.7 Nothing in the Terms shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability in the tort of deceit.

9 INDEMNITY

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY BREACH OF THE TERMS BY YOU OR ANY OTHER LIABILITIES INCURRED BY US ARISING OUT OF YOUR USE OF THE WEBSITE (INCLUDING WITHOUT LIMITATION, IN RELATION TO USER SUBMISSIONS), OR USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR PC OR INTERNET ACCESS ACCOUNT.

10 INTELLECTUAL PROPERTY AND RIGHT TO USE

10.1 You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us.

10.2 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may print off one copy, and may download extracts of, any page(s) from the Website for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, broadcast, sell, license, display, distribute, commercially exploit or create derivative works of such material and content.

10.3 Except for Personal Data (as defined in our privacy statement), any information you submit to the Website, whether by way of comment, any chat room function or otherwise, will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Terms.

10.4 We reserve all rights not expressly granted in and to the Website and the content in the Website.

11 NOTICES

11.1 You may send us notices under or in connection with these Terms by email to support@fantopia.io

11.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgement from us, which we will aim to send to you within 5 working days of our receipt and should be retained by you.

12 GENERAL

12.1 If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

12.2 These Terms (as amended from time to time) contain the entire agreement and understanding between us in respect of all matters which are referred to herein and supersede any prior written or oral agreement between us relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Terms. You confirm that, in agreeing to accept these Terms, you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Terms. However, nothing in these Terms purport to exclude liability for any fraudulent statement or act.

12.3 The Terms will be exclusively governed by and construed in accordance with the laws of England and Wales whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions. We make no representations that the Website is appropriate or available for use in other countries.