# **Website Terms and Conditions**

Please read these terms and conditions ("terms and conditions", "terms") carefully before using <a href="https://hope.wwdonations.org/donation">https://hope.wwdonations.org/donation</a> ("website", "service") or <a href="https://hope.unifydonation.org/donation">https://hope.unifydonation.org/donation</a> ("website", "service") operated by Sow Charity Foundation Ltd. ("us", 'we", "our").

#### Conditions of use

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the website accordingly. Sow Charity Foundation Ltd. only grants use and access of this website, its products, and its services to those who have accepted its terms.

# **Privacy policy**

Before you continue using our website, we advise you to read our privacy policy regarding our user data collection. It will help you better understand our practices.

### Age restriction

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. Sow Charity Foundation Ltd. assumes no responsibility for liabilities related to age misrepresentation.

## Intellectual property

You agree that all materials, products, and services provided on this website are the property of Sow Charity Foundation Ltd., its affiliates, directors, officers, employees, agents, suppliers, volunteers or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Sow Charity Foundation Ltd.'s intellectual property in any way, including electronic, digital, or new trademark registrations.

### **User accounts**

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

### Applicable law

By using this website, you agree that the laws of the Hong Kong Special Administrative Region ("HKSAR"), without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Sow Charity Foundation Ltd. and you, or its business partners and associates.

## **Disputes**

Any dispute related in any way to your use of this website shall be arbitrated by the court of Hong Kong Special Administrative Region ("HKSAR") and you consent to exclusive jurisdiction and venue of such courts.

#### Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold Sow Charity Foundation Ltd. and its affiliate or subsidiaries, and each of their respective employees, officers, directors, volunteers and representatives harmless against legal claims and demands that may arise from your use or misuse of our services.

### Limitation on liability

You understand and agree that Sow Charity Foundation Ltd., its affiliates, subsidiaries, and their respective employees, officers, directors, volunteers, and representatives shall not be responsible or liable to you or any third party for any direct, incidental, consequential, compensatory, punitive, exemplary damages or losses of any kind, in connection with this agreement or any payment transaction.

Sow Charity Foundation Ltd., its affiliates, subsidiaries, shall not be held liable to you or any third party for any failure, whether direct or indirect, resulting from equipment malfunctions, transmission or technical issues, labor disputes, natural disasters, acts of terrorism, explosions, or any other occurrences beyond our reasonable control.

Sow Charity Foundation Ltd. reserves the right to edit, modify, and change this Agreement at any time. This Agreement is an understanding between Sow Charity Foundation Ltd. and the user, and this supersedes and replaces all prior agreements regarding the use of this website.