

Terms & Conditions

By Management

LEAD & Partners Limited

This Terms & Condition, constitute as a Service Agreement ("Agreement") governs your purchase and use of all *LEAD & Partners Limited* ("L&P") services, (collectively, the "Services"), as described in the Registration Form, that you order and L&P accepts.

You must register and accept the terms of this Agreement in order to use the Services. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. L&P may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers.

Any modifications are effective upon posting of the revisions on the L&P Web site (the "Site"). L&P will post a notice of modifications to this Agreement on the Site for 30 days. L&P may post modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following L&P's posting of any modifications constitutes your acceptance of the modifications.

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IF YOU DO NOT AGREE TO THIS AGREEMENT'S TERMS, PLEASE IMMEDIATELY CONTACT L&P FOR FULL REFUND WITHIN 48 HOURS. DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY L&P OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW.

1. Term and Payment for Services

1.1 Term. This Agreement will be for an "Initial Term" of either: (a) total contractual months if you register for the Services, (b) total contractual months from the order date if you register for the Services, or (c) as otherwise chosen by you in the Registration Form, located on the Site, at the time you register for the Services. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term, unless you provide L&P with notice of termination either: (a) at least 30 days before the end of the Initial Term or the Renewal Term, whichever is then applicable, if you registered for and are receiving the Services, other than the Services pre-paid for a 2-years period, or (b) at least 30 days before the end of the Initial Term or Renewal Term, whichever is then applicable, if you registered for and are receiving the Services or have pre-paid for a 1-year period of the Services. You must provide L&P with your notice of termination by a registered delivery of a written note to the Management of L&P.

Upon termination, you will be asked to provide L&P with sufficient customer identification information so that L&P may properly identify you and your account. Any notice of termination will be effective upon L&P's receipt of notice.

1.2 Termination Policy. If you terminate the Services before the end of the Initial Term or the Renewal Term, whichever is then applicable: (a) L&P will not refund to you any fees paid in advance of termination including deposits, and (b) you will be required to pay the lesser of 3 times the standard monthly charge or 100% of L&P's standard monthly charge for each month remaining in the term, unless otherwise expressly provided in this Agreement. You must submit your termination request to L&P in the manner described in Section 1.1. L&P may terminate this Agreement at any time and for any reason by providing to you 7 days' prior written notice of termination. If L&P terminates this Agreement, L&P will refund to you the prorata portion of pre-paid fees attributable to Services not yet rendered as of the termination date, unless otherwise expressly provided in this Agreement.

1.3 Liability and Obligations on Termination. If the Agreement expires or is terminated for any reason, L&P is not liable to you on the expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, L&P will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to L&P under this Agreement.

1.4 Charges. You will pay all charges for your use of the Services at the then current L&P prices, which will be exclusive of any applicable taxes. You are responsible for paying all local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on L&P's net income.

1.5 Payment. You will pay all charges for Services in advance according to the then current price for the Services. If you choose to pay by credit card when registering for the Services or if you register for the Services, you authorize L&P to charge your credit or debit card to pay for any charges that may apply to your account. L&P may accumulate any supplemental charges, as described in the Order Form that you incur in your use of the Services ("Supplemental Charges") until the charges exceed HK\$20 and then charge your card. You must notify L&P of any changes to your card account (including, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit L&P from charging your account. L&P may also send periodic invoices to you for any applicable Supplemental Charges associated with your use of the Services. You will pay to L&P the amount indicated in each invoice by the due date reflected on the invoice.

1.6 48 Hours Guarantee. If you are not fully satisfied with the Services, you may terminate this Agreement at any time

during the first 48 hours from your initial order date and receive a full refund of all payments you made to L&P for the
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Services, less 5% transaction fee should the payment is done online and less any other non-refundable surcharges. To receive your refund, you must terminate this Agreement in the manner described in Section 1.1 and cease using the

Services, and L&P must receive your termination notice within the 48 hours period. Your notice must describe why you are not satisfied with the Services. Refund may be delayed due to the nature of credit/debit card charge-back policy.

1.7 Late Payment. If you fail to pay any fees and taxes within 14 days from the applicable due date for credit card or invoice payments, L&P will assess late charges equal to the lesser of 5% per month or the maximum allowable under applicable law. Your failure to fully pay any fees and taxes after the applicable due date is a material breach of this Agreement, justifying L&P in suspending its performance and terminating this Agreement. If L&P terminates for your material breach, you must still pay past due fees plus interest. You are responsible for any costs L&P incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees. If you reinstate Services, you must pay any fees associated with reinstating Services.

2. Use of Services

2.1 Applicable Policies and Guidelines. The L&P Acceptable Use And Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. L&P's On-line Privacy Statement governs how L&P collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Statement are posted on L&P's Web site at www.cbc-hk.com (or such other location as L&P may specify) and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. L&P MAY TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT, WITHOUT COMPENSATION OR REFUNDS.

2.2 Registration Requirements. You must ensure that the nature of business shall be legal in Hong Kong, and deem socially fit without restriction or censured from any government authority or other statutory boards. L&P will make no effort to validate any of the registration for such restriction. You will also be required to deliver a copy of your passport or Company business registration certificate or certificate of incorporation to us via email, fax or hard copy. During the course of this Agreement, should your nature of business fail to meet such a requirement, L&P may terminate this Agreement without refund of any subscription fees.

2.3 Usage of Call Answering Service. For Services, you shall not use the Services for illegal activities including, but not limited to, gambling, fraud, sex trade, narcotic and chat lines. You are responsible for any unauthorized usage of Services with full legal liability. Should our operation or premises be damaged by your company or any partners,

creditors and clients, you will be liable to compensate L&P an amount of not less than TWO MILLION Hong Kong Dollars.

2.4 Message-Alert. As part of the Services, you will require to provide L&P with a designated email address, of which will be used to send an alert whenever L&P answer a call under your account. Depending on the Services you had registered for, L&P will send an alert to your email address. You would also be receiving an SMS alert should you provide us your Hong Kong mobile number. All of these alerts will be done based on the best of effort and L&P is not liable for any missing alerts.

2.5 Customers Portal. You will be allocated an account to Customers Portal where you can access to the history of your message and edit your own particulars. Should you provide any information that is not accordance to our format, there is a risk that your account will be malfunctioning. Hence, you will free L&P from any liabilities on such events. In the event if your account is malfunctioning due to our error, our maximum liability is TWENTY Hong Kong Dollar. However, this does not include, but not limited to, events like act of god, terrorism or any incident where L&P has no control.

2.6 Competition Protection. During the course of this Agreement or within the first twelve months after termination of this Agreement, you are not permitted to directly or indirectly operate a firm which provide similar call answering services unless L&P has provided for a prior written agreement. Should this clause be violated, you will be liable to compensate L&P an amount of not less than TWO MILLION Hong Kong Dollars.

2.7 Staff Protection. During the course of this Agreement or within the first twelve months after termination of this Agreement, you are not permitted to directly or indirectly hire or present a career opportunity as a member of your firm, to any of our staff unless L&P has provided for a prior written agreement. Should this clause be violated, you will be liable to compensate L&P an amount of not less than ONE MILLION Hong Kong Dollars.

2.8 Installation within Office Premises/Facilities. You are not permitted to install of any form of equipment including, not not limited to, phone lines, fax lines, office furnitures, computer hardware and Internet access (Cable/ADSL/Dial-Up).

L&P will not be responsible for any costs and charges that incurred for the restriction of installation. Should such installation be done without the prior written approval of Management of L&P, your company shall be liable to compensate L&P an amount of not less than TWO HUNDRED THOUSAND DOLLARS Hong Kong Dollars and any costs or charges for the removal of such installation, reinstate and repair of any damages, and additional cost of insurance premium.

2.9 Privacy of messages. L&P reserved the rights, without liability, to access to any call messages. Whilst L&P extends its assistance to protect privacy, L&P will forward all call messages of your company to any Government officer that has an official court order for inspection or investigation from any Government board in Hong Kong.

3. Enforcement

3.1 Investigation of Violations. L&P may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers or third parties.

3.2 Actions. L&P may terminate the Agreement, should any activities that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violate any laws. If L&P becomes aware that you have possibly violated this Agreement, any related policies or guidelines, third party rights or laws, L&P may immediately take corrective action, including: (a) issuing warnings, and (b) suspending or terminating the Service. It is L&P's policy to terminate repeat infringers. These rights of action, however, do not obligate L&P to monitor or exert control over the information made available for distribution via the Services. If L&P takes corrective action because of a possible violation, L&P will not refund to you any fees you paid in advance of the corrective action, and you shall be liable for the cost of investigation.

3.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect L&P's systems and customers, or to ensure the integrity and operation of L&P's business and systems, L&P may access and disclose any information it considers necessary or appropriate, including, user profile information (i.e., name, e-mail address, etc.), usage history, and content residing on L&P's servers and systems. L&P may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of L&P's On-line Privacy Statement and L&P's right to disclose under this section, L&P's right to disclose under this section will control.

4. Disclaimed Warranties

L&P exercises no control over, and accepts no responsibility for business activities passing through L&P's Services. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, L&P DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

5. Limitation and Exclusion of Liability

5.1 Limitations. IN NO EVENT WILL L&P OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER L&P NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO L&P'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF L&P HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF L&P AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO L&P UNDER THIS AGREEMENT DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY L&P UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU RELEASE L&P AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 5.1.

5.2 Interruption of Service.

L&P and its suppliers are not liable for any temporary delay, outages or interruptions of the Services. Further, L&P is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third-party supplier failure).

6. Indemnification

You release and hold harmless, and agree to indemnify, L&P and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by L&P or its suppliers, arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including trademark, copyright, patent, trade secrets) or nonproprietary right of a third party (including defamation, libel, violation of privacy or publicity).

7. Miscellaneous Provisions

7.1 Entire Agreement. This Agreement, in conjunction with all policies and guidelines incorporated by reference, constitutes the entire agreement between you and L&P with respect to the subject matter of the Agreement, and there are no representations, understandings or agreements that are not fully expressed in this Agreement and the related policies and guidelines.

7.2 No Fiduciary Relationship; No Third-Party Beneficiaries. L&P is not the agent, fiduciary, trustee or other representative of you. Except for the rights of L&P's suppliers under sections 5 and 6, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

7.3 Amendments. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement by your company is valid unless in writing and signed by the parties.

7.4 Identification. L&P may, free of any obligation to pay compensation, use your name and identify you as a L&P client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

7.5 Choice of Law and Forum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE HONG KONG SPECIAL ADMINISTRATION REGION, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE COURTS LOCATED IN HONG KONG, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF THESE COURTS.

7.6 Compliance With Laws. You will comply with all applicable laws and regulations and will indemnify and save L&P harmless from your failure to so comply. L&P will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.

7.7 Non-Assignment. You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without L&P's prior written consent. L&P may assign its rights and obligations under this Agreement, and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement is binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

7.8 No Waiver. L&P's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of L&P's right to subsequently enforce the provision or any other provisions of this Agreement.

7.9 Severability. If any term or provision of this Agreement is deemed invalid, void or unenforceable either in its entirety

or in a particular application, the remainder of this Agreement, if applicable, will remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, the term or provision will remain in full force and effect with respect to all other applications.

7.10 Headings. The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.

7.11 Survival. All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

7.12 Termination. L&P may in its entire discretion cancel this Agreement and terminate the User's rights and obligations in terms of this Agreement, for any reason whatsoever, including, without limiting the extent of the foregoing, any breach of this Agreement by the User.

THE END