

Effective Date of this Terms and Conditions: 11 October 2018

Terms and Conditions

This website is owned and operated by *Shining Light Company Limited*. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information of the products and services of our company. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use our website; what are the requirements to create an account

In order to use our website and/or receive our services, you must be at least twenty-one (21) years of age, i.e. at above the legal age of majority in our jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in our country (Hong Kong) or under any law or regulation applicable to us.

Key commercial Terms offered to customers

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process. (iii) you are responsible to check the product is in order prior to your receipt of the product at its delivery to you.

The prices we charge for using our services / for our products and programs are listed on the website. We reserve the right to change our prices for products and programs displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be according to the products or programs you purchase, and your payment method.

Cancellation, Return and Refund policy

Cancellation of purchase order and refunding is not possible once the order has been processed upon successful transaction of purchase and/or payment.

Products which are found damaged within the guarantee period (if any according to our supplier(s)), not resulted from mis-use or careless handling of the products by the customer(s) can only be returned in the country in which they were originally delivered from our supplier(s). Products are not eligible for return once the products are well received by the customer(s) upon successful transaction of purchase and/or payment.

Cancellation of purchase of service or program is not possible once successful transaction of purchase and/or payment is made. There will be no refund of the payment if the

customer(s) is not able to receive the service or program at its delivery due to his/her/their own circumstances.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services, programs and products

The responsibilities and liabilities of our company in relation to the services, programs or products we are offering are limited. The warranties of our products will only be in accordance to our supplier(s) of the products. The warranties of some of our services and programs, will be according to the quantity, including length of time and frequencies as set in our website.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of *Shining Light Company Limited*. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to suspend or cancel member or user account

We may permanently or temporarily terminate or suspend your access to the service and the member or user account without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

Indemnification

You agree to indemnify and hold this website owner and *Shining Light Company Limited* harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall this website owner and *Shining Light Company Limited*, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, this website owner and *Shining Light Company Limited* assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at our email address at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Hong Kong SAR, China, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Hong Kong SAR, China. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Users and customers can receive our customer support services and advices by contacting us via our email address and via this website.

Provisions recommended for websites with user communities

As Wix offers our website the ability to create communities for the users of our website or our customers, in order to allow us to interact with the users of our website or our customers in a better way.

Our website includes user communities, therefore, all users of our website and our customers that join a community may have a public profile that may be publicly visible to other site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website.

As a user of our website, you can always opt-out and exit the community if you have joined one, and upon doing so, such user's profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g. liking, commenting or writing posts).

You will be invited to join a community. You can decline our invitation to such a community if you do not want to join a community, and you can always opt-out and exit the community if you have joined one.

Terms and Conditions for Membership:

All of the membership rules contained herein apply equally to different types of members to our site, club and centre, including:

- 1) Site member
- 2) Shine Kids' club member
- 3) Fill Light Zone member, or
- 4) Temporary member or Guests alike

By joining the Site, or the Club, members automatically accept and agree to be bound by these Terms and Conditions for Membership.

The Club

All reference to the 'Club' refers to Shine Kids' Club or Fill Light Zone or our centre, its staff, employees, and representatives. Facilities refer to the programs, services and/or products where applicable.

Members of the Club (parent/s or guardian of the child who will use the facilities) are bound, as a condition of membership, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used and that all members have full advantage of them according to the programs they have subscribed and the booking availabilities.

Membership

All memberships are Non-Transferable & Non-Refundable.

All members must be over 21 to avail of facilities and services provided at Shine Kids' Club or Fill Light Zone, or subject to discretion of the Club management.

The Club is a private members club and the management reserve the right to refuse membership to any individual's application without a reason. References may be required on a case by case basis and an interview for acceptance to Club membership will be required for each application.

Membership may be renewed on payment of the prevailing fee and in accordance with the terms and conditions then in force.

The Club may withdraw use of all or part of the Club for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven working days.

Programs and products selection and services will only be available to those with a valid membership, in date and in credit. The members cannot enjoy the services and facilities of the Club if you have an amount due to be paid on your account.

As a member you agree to comply with the rules of the Club with regards to use of the services according to your booking with our management in our opening hours and your conduct. The Club may make reasonable changes to these rules, from time to time, provided the Club gives advance notice of these changes to the members.

You may, at your own discretion and expense, obtain personal insurance for loss, injury or damage that you might sustain arising from use of the Club. You exercise at your own discretion and accept any injury or illness brought on by exercise is your own responsibility.

Members wishing to report on accidents, incidents, or problems with services at the Club should contact our management on the spot and via our email address:
admin@shiningart.net

In the event of a breach of membership rules and regulations, the Club reserves the right of admission and may reserve the right to require any member or guest to leave the premises. Any member found in breach of rules or committing an illegal act, including theft, will be asked to permanently leave the Club and be barred from ever joining the Club again.

Lockers

Lockers may be provided for the use of members and their guests in our centre.

Lockers may not be used overnight. Members who do use the lockers available are liable to find that the lockers are open and locker contents removed when they leave the Club. Removal of such items is strictly at the members own risk.

Padlocks can be borrowed from the Club management and should be returned to the Club management after usage.

In the interest of safety and security of your belongings, please use the lockers provided if any. However, the Club will have no liability for any stuff taken from the lockers.

Opening Hours

The booking hours have been set in the website upon your booking of the program and services and will be confirmed with members individually by the Club management. The Club reserves the right to vary the opening hours as considered necessary for the proper operation of the centre.

Guests

Guests of members are welcome to observe the facilities & services of the Club at our centre. Usage of facilities will be possible for the guests if the guest has purchased a one-day pass online. We do not limit the number of days for the guest's one-day pass. Our facilities will be confined to the usage by our members or guests with a one-day pass.

Safety & Hygiene

Before using the facilities in the Club, you should go through a basic introductory session with one of the Club management, followed by further sessions (as necessary) to ensure that you understand the equipment and adopt a safe training regime that suits the needs of your child. The booking of the services and facilities is your responsibility.

It is necessary that all members and guests of the Club with the children, where appropriate, wear clean attire and foot wear (socks only) when they are using the facilities.

If your child feels dizzy, faint, unwell or feel any unusual pain then your child should not attend the services of the program as booked in our center. There will be no refund or re-arrangement of replacement of services.

Members shall keep the interest of hygiene and must bring in wet tissue for wiping down any equipment which is caused dirty after use.

Members are advised to inform the instructor of any injuries, pains or concerns of their child prior to the class starting.

Payment Terms & Conditions – Online Bank Card Direct Debit Payments

On selecting of any programs which is under Monthly membership subscription option, members will be required to pay the associated registration fee and the 1st month membership fee in advance online via our website. Members are required to agree to the normal terms and conditions of payment.

In case of a recurring monthly charge, membership fees will be debited from the members account, using their given bank debit/credit card, on or around their join date each month, for the minimum 1 month's term from the term start date. Members can cancel their agreement and stop payments by logging in to the Member Area online and pressing the "Cancel" button of the Recurring monthly payment of programs or contacting the Club management via our email at admin@shiningart.net.

Members are required to keep their account well to meet their payments. In the event of the failure to pay the monthly membership fee, programs' fee, missed payments will be re-submitted for payment by Shining Light's management. Shining Light's management reserves the right to cancel membership if payment is not received. Access to the programs, services and facilities will be pended until said payment is received. If payment is not received, and cancellation occurs, any unpaid registration fee or program fee becomes applicable as a debit to be paid by the member, or such payment will be incurred to the member's account when the member re-joins the Club.

These arrears of fees must be paid by Credit or Debit card online in the Member Area of either Shine Kids' Club or Fill Light Zone.

Failure to meet direct debit fee – In the event of the failure to pay the monthly direct debit fee of the programs you have subscribed, you will firstly be notified that your membership has been temporarily stopped until the balance is paid.

Disclaimers/Limitation of Liability

1. The content of our program, products and services, is provided on an "As Is" and on a "voluntary access" basis without any representations or any kind of warranty whether express, implied or statutory of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
2. Our company will not be liable for any damages, including consequential damages, or any damages arising from the loss of use, interruption of trade, financial loss or damages, whether in contract, negligence or other tortious action, arising from or in connection with the use of our facilities.
3. We refuse to accept any responsibility for the failure and/or actions of third parties, and content and communication interception which may occasionally occur using our website or associated services.

Your Rights and Responsibilities Using Our Website

When you use our website, you agree to abide to civil, commercial, intellectual property, communications and liable laws which apply in Hong Kong, regardless of your location. Failure to do so may result in legal action in Hong Kong court and possible extradition for offences against the state.

Terms and Conditions for accessing this website

1. By using this site you agree to be legally bound by these terms and conditions, terms of use and privacy policy. If you do not agree to be legally bound by all the following terms,

you should not access and/or use our website or communicate in any way with the server hosting this website, namely, but not limited to www.shiningart.net.

2. Henceforth in this legal declaration, you the website user, or associated parties will be known as either "you" or "the user". We, Shining Light Company Limited, will be known as "We", "Us" or "Our Company", our general or individual assets will be addressed by the prefix "Our".

3. You agree that we reserve the right to change these, or any, terms and conditions, content and/or declarations without prior notification, and changes made come into immediate effect upon being presented here. When such changes are made, you may revoke your agreement by engaging with our company online using this or any website or continue to accept such changes.

Lawful Use

1. You may not broadcast, copy, download, frame, reproduce, republish, post, transmit or otherwise use our websites content appearing on our website, or any other media, in any way except for your own personal, non-commercial use. Any other use of such content requires permission of our company to be communicated via our email at admin@shiningart.net.

2. You agree only to use our website, and associated services for completely lawful purposes, in a way that does not infringe the rights of, restrict or inhibit the use or enjoyment of this site by any third party. Prohibited behaviour includes but is not limited to defamation, damaging the security of our website, harassing or causing distress or inconvenience to any person, damaging content on our website, transmitting obscene or offensive content or anything which may affect the effective operation of our website.

3. We reaffirm, hacking, damaging or otherwise compromising the security of this website is highly unlawful under Hong Kong law, and hence will be treated as criminal damage in the Hong Kong court of law.

Disclaimers/Limitation of Liability

1. Our websites content, is provided on an "As Is" and on a "voluntary access" basis without any representations or any kind of warranty whether express, implied or statutory of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

2. Our company will not be liable for any damages, including consequential damages, or any damages arising from the loss of use, interruption of trade, financial loss or damages, whether in contract, negligence or other tortious action, arising from or in connection with the use of our website.

3. We refuse to accept any responsibility for the failure and/or actions of third parties, and content and communication interception which may occasionally occur using our website or associated services.

Third-Party Content

1. Any third-party content hosted or otherwise presented on our website is copyright of its respective owners. We do not accept liability for any loss or damage in transmission of such content and in turn do not accept any liability for how content may be misused by our website's users.
2. If you notice any third party, unauthorised content displayed on our website or otherwise communicated or transmitted by our company, please contact us via email at admin@shiningart.net.

Third Party Sites/Links

1. Our company not responsible for the availability or content of any third-party websites or material accessed through our website. We purposely do not monitor third party content available through third party websites and/or links as a disclaimer of liability for such content.
2. Our company does not endorse, and shall not be held responsible for any content, advertising, products, services or information on or available from third party sites. Third party sites linked through our website are not covered by our terms of service, and hence you must review their policies appropriately.

Disclaimer of Liability for Legal Declarations

1. If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect.
2. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action - Access our website at your own, sole risk and liability without exception.

These terms shall be governed by and interpreted in accordance with the laws of Hong Kong.