

TERMS AND CONDITIONS

服務條款

1. ACCEPTANCE OF TERMS and CONDITIONS 接受服務條款

Welcome to Hong Kong China Bodybuilding and Fitness Association (中國香港健美總會) (“**HKCBBA**”). HKCBBA provides its service to you, subject to the following Terms of Use (“**TOU**”), which may be updated by us from time to time without prior written notice to you. You can review the most current version of the TOU at any time at our website. When you receive our service, you are deemed to have accepted the entire TOU.

歡迎來到 中國香港健美總會 (本會)。本會網頁將依照以下服務條款 (下稱“ 使用條款 ”) 提供服務給您，本會有權隨時更新本使用條款，恕不另行告知。您可以隨時瀏覽本會的網站以查閱最新版本的使用條款。當您接受並使用本會的服務時，即視為您已接受全部服務條款。

You are advised to check the site as often as possible to check for updates or changes to the said Privacy Policy Statement and the TOU.

本會建議您可以不定時瀏覽我們的網站，並檢查本會是否有更新或更改我們的隱私權政策聲明和使用條款。

2. DEFINITION OF SERVICE 服務的定義

HKCBBA currently provides users and visitors with access to a rich collection of resources, including, various communications tools, forums, social media service, personalized content and branded programming through its network of properties (the “**Service**”).

本會透過本會的網站為使用者及訪客提供豐富的網絡資源 (“ 服務 ”)，這包括但不限於，各種通訊工具、論壇、社交媒體服務、個人化內容和品牌節目。

By using the Services, you understand and agree to all TOU, and that the Service may include advertisements and that these advertisements are necessary for HKCBBA to provide the Service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new HKCBBA properties, shall be subject to the TOU.

當您使用本網站及其服務時，即表示您了解並且同意所有使用條款，同時了解本網站的服務可能包含廣告或宣傳。請注意，這些廣告或宣傳是本會為提供服務時所必需的。除非另有明確說明，服務功能的任何增加或擴展，包括但不限於，新功能的上線或測試，均會受到本使用條款的規管。

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet Service Provider or telecommunication/airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

您需要通過自己的方式，去獲得瀏覽本會網站及使用本服務的權限。為使用本會的服務，您可能需尋求第三方的幫助並支付其費用（這包括但不限於，尋求網絡/電訊服務供應商，並要支付相關的上網/電信/通話費）。您有責任自行負責這些費用，這些費用可能包含廣告的展示或投放。此外，您必須自行準備相應的電子設備以使用本會的服務及瀏覽本會的網站。

3. PRIVACY POLICY 私隱權政策

Registration Data and certain other information about you is subject to our Privacy Policy. This Privacy Policy applies to all registered and unregistered Users of the Site and may from time to time be revised, or otherwise changed where necessary.

您的註冊資料和其他資訊均受到本會的私隱權政策規管及保護。請瀏覽本會網站以獲取完整和詳細的私隱權政策。

4. MEMBER CONDUCT 會員行為

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not HKCBBA, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. HKCBBA does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

您清楚明白並了解，任何人士如果利用本服務發佈或提供任何類型的消息、數據、文本、軟件、音樂、聲音、照片、圖形、視頻、短訊或其他資訊（“內容”），無論是公開發佈還是私下傳送，均需要承擔全部的責任。這意味著發佈者本人，並非本會，需對其在本服務中上載、張貼、發送的電子郵件、傳送的任何內容，負完全的責任。您明白並同意本會，無法控制經由本服務而張貼之內容，因此不能保

證所發佈的內容的正確性、完整性及品質。

You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances shall HKCBBA be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

您明白並同意，當您使用本服務時，可能會接觸到一些會令人不快、感覺不適當、或者可令人厭惡的內容。在任何情況下，本會均不會為任何該類內容負責，這包括但不限於，內容中的任何錯誤或遺漏，或者任何經由本服務張貼、傳送或發送電子郵件而產生的任何錯誤所造成一切類型的損失。

You undertake to not use the Service to:

您承諾不會將本服務作以下用途：

- a. impersonate any person or entity, including, but not limited to, a HKCBBA official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
冒充任何人或機構，包括但不限於，中國香港健美總會的成員，或以虛假不實的方式陳述或謊報自己與任何人或機構的關係，
- b. harm minors in any way;
以任何方式傷害未成年人士，
- c. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;
通過上傳、發佈、電郵、傳輸或其他方式，發佈任何可能會侵犯他人專利、商標、商業機密、版權或其他專有權利（“專利”）的任何內容，
- d. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
通過上傳、發布、電郵、傳輸或其他方式，發佈任何可能是違法、有害、脅迫、濫用、騷擾、侵害、中傷、粗俗、猥褻、誹謗、侵害他人隱私、種族歧視或道德上不恰當而且令人感到不安的言論／內容，
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

通過上傳、發布、電郵、傳輸或以其他方式，提供任何法律，合約或信託關係下，您無權提供的任何內容（例如 作為僱傭關係所獲知或披露的內幕信息、專利和機密資料或保密協議），

- f. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
通過上傳、發布、電郵、傳輸或以其他方式，提供任何未經請求或未經授權的廣告、宣傳材料、“垃圾電郵”、“連環信”、“金字塔計劃（送錢信）”或任何其他形式的招攬，
- g. upload, post, email, transmit or otherwise make available any material that contains software viruses or malwares, any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
通過上傳、發布、電郵、傳輸或以其他方式利用病毒或其他電腦代碼，干擾、破壞或限制任何電腦軟體、硬體及通訊設備的正常功能、或導致任何電腦檔案和程式的任何資料不能被正常讀存或運作，
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
偽造標題或以任何其他方式操控(網路)識別碼，以偽裝所發送的內容的來源是經由本服務所發出，
- i. disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchange
擾亂瀏覽網頁的正常體驗、蓄意影響/加快/減慢屏幕的滾動速度，或使本服務的其他使用者無法正常輸入文字，或使用任何其他方式破壞/影響其他網絡使用者的正常體驗，
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
干擾或破壞本服務或與本服務相連線的伺服器 and 網路，或違反與本服務連線的網路設定、程序、政策或規範，
- k. intentionally or unintentionally violate any applicable local, national or international law, and any regulations having the force of law;
蓄意或者非蓄意觸犯任何適用於香港本地、中國全國或國際的法律，及任何具法律效力的規則或法規，
- l. “stalk” or otherwise harass another; or
跟蹤或以其他方式騷擾他人；或
- m. collect or store personal data about other users.

蒐集或儲存其他使用者的個人資料。

You acknowledge that HKCBBA does not pre-screen Content, but that HKCBBA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service.

您明白本會並不會對內容進行任何事先審查，但本會和經由本會授權的指定人士可自行決定(但無義務)，是否拒絕或移除任何通過本服務提供的內容。

Without limiting the foregoing, HKCBBA and its designees shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

除上述規定的情況，本會和經由本會授權的指定人士有權移除任何令人感到厭惡和違反本使用條款的內容。您同意及了解，當您使用任何內容時，您必須自行評估該內容的準確性、完整性或實用性。您必須自行承擔因採用任何內容所產生的一切風險。

You acknowledge and agree that HKCBBA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

您了解並同意，本會可能基於法律的要求，或者當本會真誠地相信該披露是合理而且必要的情況下，對特定內容加以保存／儲存或進行披露，這包括但不限於：

- a. comply with legal process;
遵守法律程序，
- b. enforce the TOU;
執行本會的使用條款，
- c. respond to claims that any Content violates the rights of third-parties; or
回應任何可能侵害第三方權利的內容；或
- d. protect the rights, property, or personal safety of HKCBBA, its users and the public.
保護本會、其使用者及公眾利益、財產或個人安全。

You understand that the technical processing and transmission of the Service, including your Content, may involve

您明白及了解，服務可能需要通過特定技術的處理及傳送，因此您的內容，可能：

- a. transmissions over various networks; and
經由各個網路加以傳送；且
- b. changes to conform and adapt to technical requirements of connecting

networks or devices.

為了符合及配合網路連線或裝置連線的技術要求，而進行改變或調整。

5. STRICT COMPLIANCE OF ALL APPLICABLE LAWS 嚴格遵守相應法例

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws and regulations regarding the transmission of technical data exported from the country or region(s) in which you reside.

由於互聯網是全球性的，您同意遵守任何您所處當地的法律及當地政府對於網絡行為的相關規定及法規。您亦同意遵守您居住地一切關於數據傳輸及傳送的政策、法律和法規。

6. INDEMNITY 彌償

You agree to indemnify and hold HKCBBA, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including all the lawyers' costs and disbursements, calculated on solicitor and his own client's basis, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOU, or your violation of any rights of another.

您同意會盡力確保本會及其子公司、附屬公司、職員、代理、聯合品牌商或其他合作夥伴以及員工，免於任何法律訴訟及相關索償。這包括但不限於，您不會在使用本服務時，提交、張貼、傳輸或提供任何會違反本使用條款的内容或進行任何其他可侵害他人權利的行為。同時，您亦同意承擔任何因為您不當使用本服務及本網站因而所產生一切由第三方提出的索償，或其他因此而衍生的律師費及法律支出。

7. NO EXPLOITATION OF SERVICE 不濫用服務

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

當使用或存取本會的任何服務時，您同意不會對本服務進行重製、複製、出售、轉售，或作任何商業目的之使用。

8. MODIFICATIONS TO SERVICE 服務修改

HKCBBA expressly reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without prior written notice. You agree that HKCBBA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

本會有權在任何時間，暫時或永久地修改或終止本服務(或本服務的任何部分)，無需任何通知。本服務如有任何修改、暫停或終止，您同意本會均不會對您和任何第三方承擔任何責任。

9. DEALINGS WITH ADVERTISERS 廣告交易

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

閣下與廣告商，或通過本服務與廣告商的往來，或者商業交易、或參與廣告商的促銷活動，(包括但不限於，有關貨品或服務的付款及交易，以及關於此類交易的任何其他條款、條件、保證或陳述) 純屬閣下與廣告商之間的交易。

You agree that HKCBBA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

您同意，若因任何此類交易，或因為在網站上出現的廣告，而產生任何性質的任何損失或損害，本會概不負責。

10. LINKS 聯結

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources.

本會或第三方提供的服務，可能提供指向其他網站、網頁或資源的連接。

Because HKCBBA has no control over such sites and resources, you acknowledge and agree that HKCBBA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

由於這些網站、網頁及資源並非由本會經營或控制，您同意並了解本會無法亦不會為此類網站、網頁及資源承擔任何責任；本會不認可亦不贊同、亦不會為這些網站、網頁及資源的任何內容、廣告、產品或其他於這些網站、網頁及資源出現的資訊負責。

You further acknowledge and agree that HKCBBA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

您同意及認可，打開任何此類連接或網頁，離開本會網站進入其他網站或網頁，因此而產生的任何直接，或間接的損失及損害，或一切據稱因使用此等連接而引起的損失及損害之風險自負，本會不會承擔任何責任和債務。

11. PROPRIETARY RIGHTS 專屬權利

You acknowledge and agree that the Service and any necessary software used in connection with the Service (“**Software**”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

您同意並了解，本服務及與本服務相關的任何必要軟件（“軟件”），都擁有受到知識產權法例和其他相關法律保護的專有和機密信息。

You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

您同意並了解，贊助商的廣告或服務向您提供的資訊，或廣告商向您展示的資訊中包含的內容都受版權、商標、服務標誌、專利或其他專有權利和法律的保護。

Except as expressly authorized by HKCBBA or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

未經本會或廣告商明確書面授權，您同意不修改、不出租、不出借、不出售、不分發或不創建任何基於服務或軟件的全部或部分衍生作品。

12. DISCLAIMER OF WARRANTIES 免責聲明

You expressly acknowledge and agree thereof:

您清楚明白並同意：

- a. Your use of the service is at your own risk. The service is provided on an “as is” and “as available” basis. HKCBBA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

本會提供的服務是基於法律允許的最大範圍內，按照「現況／AS IS」及「現有/AS AVAILABLE」的基礎提供，因此本會不會提供任何種類的明示或保證，包括但不限於：可銷售性擔保、(貨物的)適用性或不侵權的保證。

HKCBBA makes no warranty that

本會不保證以下事項：

- (i) the service will meet your requirements,
本服務達到您的要求，
 - (ii) the service will be uninterrupted, timely, secure, or error-free,
本服務不可中斷、及時提供、安全可靠或毫無錯漏，
 - (iii) the results that may be obtained from the use of the service will be accurate or reliable,
經由本服務所提供的結果絕對真實或可靠，
 - (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and
任何產品、服務、資訊或其他購得的商品或經由本網站服務獲得的物料能符合閣下之期望；及
 - (v) any errors in the software will be corrected.
軟體中所有錯誤可以全數更正。
- b. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
任何經由本會或本網站的服務下載或獲得的任何資訊，均是基於使用者的自行判斷。使用者需為此負上全責，這包括但不限於，任何因使用者不當使用或下載的任何內容，而對使用者自己的電腦系統造成的任何損害或數據丟失。
- c. From HKCBBA or through or from the service shall create any warranty not expressly stated in the TOU.
從本會或經由本服務所取得的建議和資料，無論其為書面或口頭，絕不能成為本使用條款未有明示規定的任何保證。

13. LIMITATION OF LIABILITY 責任限制

You expressly understand and agree that HKCBBA shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if HKCBBA has been advised of the possibility of such damages), resulting from: 您清楚明白並同意，本會對任何直接、間接、附帶、特殊、結果性或懲戒性的損害，而造成的損失概不負責。此類損失的範圍包括但不限於：利潤損失、聲譽損失、數據資料損失或其他任何無形損失（即使您事前已經通知本會，您了解此類損失的可能性或對其有所準備）。此等損失可能從以下情形引起：

- (i) The use or the inability to use the service;
使用或無法使用本會所提供之服務，
- (ii) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
為獲取替代貨品或服務所支付的費用，
- (iii) Unauthorized access to or alteration of your transmissions or data;
未經授權下的登入，或未經授權而對閣下傳輸的資料數據作出更改，
- (iv) Statements or conduct of any third party on the service; or
任何於本服務上出現之由第三者發出的指引或聲明，或
- (v) Any other matter relating to the service.
任何與本服務有關之事情。

14. TRADEMARK 商標

Without HKCBBA's prior written permission, you agree not to display or use in any manner, the HKCBBA trademarks.

本會的名稱及商標，包括但不限於，其圖像表達形式、字體、該字型均為中國香港健美總會的商標（以下簡稱「中國香港健美總會商標」）。未經本會書面同意，您同意不會以任何形式或方法展示或使用此等商標。

15. GENERAL INFORMATION 一般資訊

The TOU constitute the entire agreement between you and HKCBBA and govern your use of the Service, superseding any prior agreements between you and HKCBBA.

本使用條款是您與本會雙方達成的完整協議，本協議同時規範您對本服務的使用。本使用條款將取代任何您之前與本會之間定立的任何協議。

You also may be subject to additional terms and conditions that may apply when you

use affiliate services, third-party content or third-party software.

您可能同時受制於任何因為您本人使用第三方軟體，內容或相關服務時的額外條款。

The TOU and the relationship between you and HKCBBA shall be governed by the laws of the Hong Kong Special Administrative Region without regard to its conflict of law provisions.

本使用條款，及您與本會的關係，均受到香港特別行政區現行法例所管轄，不適用其涉外法律原則。

You and HKCBBA agree to submit to the personal and exclusive jurisdiction of the courts in Hong Kong SAR, China.

您與本會均同意接受香港特別行政區法院的專屬管轄。

The failure of HKCBBA to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision.

因本會未行使或執行本使用條款任何權利或規定，不應視為本會放棄或拋棄該權利。

SEVERABILITY 可分割性

If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

本使用條款的任何一條或多條規定、或在任何情況下引用本條款的任何一條或多條規定，若在任何方面因任何原因被司法機構／法庭裁定為無效、不合法或無法執行，該條條款在任何其他方面的有效性、合法性或可執行性，以及本條款其餘規定的有效性、合法性或可執行性，在任何方面均不受任何影響。

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU shall be filed **within 6 months** after such claim or cause of action arose or be forever barred.

您同意，如果因為使用本服務或者其使用條款而衍生任何訴訟，或發現本使用條款如任何法例或法規有任合沖突，相關的任何索賠或訴訟因由應在此類索賠或訴訟因由產生後 **6 個月**內提出，否則將不得提出。

The section titles in the TOU are for convenience only and have no legal or contractual effect.

本使用條款之標題僅為方便閱覽而設，不具任何法律或契約效果。

16. VIOLATIONS 違約

Please report any violations of the TOU to us.

如發現任何違反本使用條款之情況，請立刻通知本會。

We expressly reserve our right to make changes to these terms and conditions from time to time without providing any prior notification. The amended terms and conditions are effective from the date they are published on our site. Your continued access and use of our site and the Service shall represent your unconditional acceptance of the latest version of the terms and conditions.

本會明確保留不時更改以上使用條款的權利，恕不另行通知。修訂後的使用條款由網站上發布之日起生效。您繼續存取和使用我們的網站和服務，即表示您無條件接受最新版本的條款和條件。

In case of discrepancy between the English version and the Chinese version in respect of all or any part of the contents in the website, the English version shall prevail.

以上的使用條款，如果其中英文版本存在差異，一律以英文版本為準。