

Sino Mobile Application Terms of Use

This agreement ("Agreement") applies as between you, the user ("you", "your" or "user") of the ["**Sino Mobile Application**"] (the "Application") and Sino Real Estate Agency Limited ("**Sino Real Estate**", "we", "our" or "us"), the owner of this Application.

IMPORTANT NOTICE:

Your agreement to comply with and be unconditionally bound by the terms and conditions of this Agreement is deemed to occur upon your installing, browsing, accessing or otherwise using the Application and/or by clicking the "DOWNLOAD" or "INSTALL" button of the application store for downloading the Application to your device. If you do not agree to be bound by this Agreement, you should not download the Application. If you have already downloaded the Application, you should terminate this Agreement immediately by uninstalling the Application from your device.

I. Grant of Licence

Sino Real Estate hereby grants to you a personal, limited, worldwide, non-exclusive, non-transferable, royalty-free, revocable licence to use a single copy of the Application on a single device primarily used by you, subject to the terms and conditions of this Agreement. When you download the Application on a device, you will be assumed to have permission to do so even if the device is not owned by you.

Please note that downloading, installing or using the Application is wholly at your own risk. To the maximum extent permitted by applicable law, we neither assume nor accept liability for any loss or damage (whether direct or indirect) that may arise in connection with the Application.

This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Application and destroying all copies of the Application in your possession. Upon any termination, you agree to immediately uninstall the Application and destroy all copies of the Application, any accompanying documentation, and all other associated materials in your possession. **Sino Real Estate** reserves the right to suspend or terminate the provision of any services relating to the Application and/or your use of the Application and/or this Agreement at any time without giving you any notice if you are in breach of any of the terms of this Agreement.

Sino Real Estate may, in its sole discretion, at any time and without giving notice to you, make changes, corrections and/or improvements to the Application, stop providing the Application or certain features of the Application to you or to users generally, or create usage limits for the Application, and shall have no liability whatsoever to you for doing so.

The Application is currently made available to you free of charge, but Sino Real Estate reserves the right to charge for the Application at any time and for any reason. While the Application is currently free, there may be charges incurred from your telecom service providers. You are responsible for any such charges.

II. Ownership of the Application

While **Sino Real Estate** licenses the use of the Application to you on the basis of this Agreement, we retain all right, title and interest (including intellectual property rights) in or on all text, graphic images, trademarks, service marks, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials (the "**Content**") in and to the Application which are owned by **Sino Real Estate** or its group companies or associated parties. Any act of copying or "mirroring" the Application or the Contents on your device and/or server, or modifying, editing, commercially exploiting or disseminating in any form whatsoever the Contents or re-using the text or graphics on the Application without the prior written permission of **Sino Real Estate**, is prohibited.

Sino Real Estate does not sell the Application to you. **Sino Real Estate** and/or its group companies and/or its associated companies remain the owner of the Application and Content at all times.

Sino Real Estate reserves all rights not expressly granted under this Agreement.

III. Use of the Application

You may use the Application for personal purposes only, which includes recreational use and social use. Specifically you agree that you will not:

- (a) use the Application or any of the Content for commercial purposes;
- (b) systematically copy the Content from the Application with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given prior written permission to do so by **Sino Real Estate**;
- (c) use the Application for any purposes other than which we have designed the Application or intended the Application to be used;
- (d) engage in any fraudulent or unlawful activity in connection with the use of the Application or its services; and/or
- (e) engage in any conduct which, in our sole opinion, is offensive or restricts or inhibits any other users from properly using or enjoying the Application or its services.

IV. Privacy and Collection of Personal Data

Use of the Application is also governed by our Privacy Policy Statement which is incorporated into this Agreement by this reference. To view our Privacy Policy Statement, please click here [http://www.sino.com/en-US/Special-Pages/Personal-Data-\(Privacy\)-Policy](http://www.sino.com/en-US/Special-Pages/Personal-Data-(Privacy)-Policy)

In the event **Sino Real Estate** intends to use and/or transfer your personal information for direct marketing purposes, we will separately seek your express consent in order to do so.

V. Use of Cookies

We may automatically track and collect your IP address, domain server, the type of computer and type of web browser you are using and use “cookies” to improve website performance and enhance user’s online experience.

“Cookies” are small pieces of electronic information (specifically, a string of text) that your browser and your operating system store on your hard drive for record-keeping purposes. Cookies can store a user’s ID and password, personalize home pages, identify which parts of a site have been visited and / or keep track of previous website use, selections or purchases. We will only use certain cookies if you have provided consent for us to do so the first time you visit our website (we may ask you to provide consent again in future).

At any time, you can choose whether to accept or deny cookies; your browser on your computer is often initially set to accept cookies. However, you can choose to deny cookies and continue browsing the sites.

You can find more information about the individual cookies we use and the purposes for which we use them below:

Performance Cookies: Google Analytics stored by Google for 1 day to 2 years, depending on the cookies – We use Google Analytics to help analyse which pages on our website visitors viewed. When you visit our website, your web browser automatically sends certain information to Google. For more information on how Google uses your data, please refer to [here](#). To opt out, please click [here](#).

If you interact with any social media platforms under the Sino Group, Sino Group can interact with you, for example, sending messages to you on the platforms, following the rules of the social media platforms. We are not responsible for how the social media operators collect, handle and use your personal data and what third parties post on our social media platforms.

VI. Links from the Application

The Application may contain links to other sites and resources provided by third parties, or links to application stores where you may download third party mobile applications (such as applications which enable you to order taxicabs). These links are provided for your information and/or easy access only. We have no control or influence over those sites, resources, third party mobile applications or their contents, and to the maximum extent permitted by law, we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your interaction with those sites or resources or third party mobile applications will be wholly at your own risk and your sole responsibility, and you may be subject to terms of use, privacy policies or other provisions of those sites or resources or mobile application. The inclusion of a link to another site or resource or third party mobile application from the Application does not imply any recommendation or endorsement of the sites or resources or mobile applications themselves or of those in control of them or our association with them.

VII. Disclaimers

Your use of the Application is wholly at your own risk. The Application is provided by us on an "as is" and "as available" basis. Whilst **Sino Real Estate** endeavours to keep the Content or services included on the Application up to date, neither **Sino Real Estate** nor our group companies make any representations or warranties of any kind, express or implied, as to the operation of the Application or the accuracy, adequacy and completeness of the content or products or services included on the Application. To the fullest extent permissible by applicable law, we and our group companies disclaim (i) all liability whatsoever, whether arising in contract, tort (including negligence) statutory or otherwise in relation to the Application; and (ii) all conditions, representations or warranties in any respects relating to the Application, express or implied thereof (including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement of third party rights). To the fullest extent permissible by applicable law, **Sino Real Estate** accepts no liability for any disruption or non-availability of the Application resulting from external causes including, but not limited to, ISP equipment failure, push server failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

You acknowledge that the Application may not be available for use at all times, and may be subject to interruption, failure of hardware or software, errors, transmission blackout, delayed transmission, incorrect transmission, system failure, upgrade, and maintenance. **Sino Real Estate** does not warrant that the functions contained in the Application will be uninterrupted or free of defects and/or faults, the defect will be corrected, or that the Application or the server that makes it available is free of viruses or other harmful components.

You are solely responsible for ensuring adequate protection and back-up of your device and/or data, for taking appropriate precautions to scan for viruses or other harmful components, and for preventing the transmission of any viruses or harmful components to your device.

Sino Real Estate does not warrant that the Application will be compatible with all devices. You acknowledge that you are responsible for ensuring that your device meets the specified system requirements. The necessary minimum specifications are: Apple iOS devices running iOS 9.0 or above; Android OS devices running Android OS 4.2 or above.

For Technical Information - The technical information presented in this system is simplified for ease of understanding and does not reflect actual complexity of the systems.

VIII. Limitation of liability

To the maximum extent permitted by applicable law, **Sino Real Estate** accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages, arising from the use of the Application or any Content. Users should be aware that they use the Application and its Content wholly at their own risk.

Nothing herein shall be construed as excluding or limiting the liability of **Sino Real Estate** or its affiliates for death or personal injury caused by its negligence or for any other liability which cannot be excluded or limited under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").

IX. Indemnity

You agree to indemnify us and/or our group companies in full and on demand from and against any claim, proceeding, loss, damage, costs, expenses or other liabilities which they may suffer or incur directly or indirectly as a result of your fraud or negligence, or use of the Application otherwise than in accordance with this Agreement, or applicable laws.

X. Events and Activities

If you take part in any events, functions and/or activities (“Activity”) operate, run in or through the Application, such as games, competitions or lucky draws, you agree to be bound by the rules of the Activity and any other rules specified by us from time to time (“Activity Rules”) and by the decisions of **Sino Real Estate**, which are final and binding in all respects relating to the Activity. **Sino Real Estate** reserves the right to disqualify any entrant, participant and/or winner in its absolute discretion without notice in accordance with the Activity Rules.

XI. Miscellaneous

Waiver - The failure of **Sino Real Estate** to exercise or enforce any right or remedy provided under this Agreement will not constitute a waiver of such right or remedy. Any waiver of right or remedy of this Agreement will be effective only if in writing and signed by **Sino Real Estate**.

Variation - **Sino Real Estate** may revise or amend any terms and conditions of this Agreement at any time. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on our site. **Sino Real Estate** will use reasonable efforts to ensure that any important changes will be notified to you by an appropriate method, such as a notice within the Application. However, it is your responsibility to check the terms and conditions of this Agreement regularly to take notice of any changes we make, and you agree to do so. If there is any changes, the updated version containing such changes will be available through a link in the Application to this page and will be effective immediately. Your continued use of the Application or our site after any changes to the terms and conditions will constitute your acceptance of such changes. If you do not agree with any changes or additions we make, please stop using the Application immediately.

Severability - If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable under any enactment or rule of law, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Assignment - This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by **Sino Real Estate** without restriction.

Contracts (Rights of Third Parties) Ordinance - Unless otherwise expressly stated, no party other than you, **Sino Real Estate** and our group companies will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of the provisions of this Agreement.

Entire Agreement - This (including any other document referred to in this Agreement) is the entire agreement between you and **Sino Real Estate** relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to this Agreement by **Sino Real Estate** alone.

Governing Law and Jurisdiction - This Agreement will be governed by and construed in accordance with the laws of Hong Kong. You agree that any dispute arising out of or relating to this Agreement shall be submitted to exclusive jurisdiction of the Hong Kong courts.

Language - In the event that there is any inconsistency between the English and Chinese versions of this Agreement, the English version shall prevail.