

# General Terms of Use

## 1. General

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1.1 These Terms of Use contain the terms and conditions that apply to use of the Queclink Wireless Solutions Co. Ltd. (**Queclink**) website [www.leaderproducts.com](http://www.leaderproducts.com) and the product ordering platform accessed via same (**Site**).

The Site offers facilities for the purchase by:

- (a) retail customers (**Customers**) of livestock identification and livestock husbandry, and associated, products (**Goods**) from Queclink, as well as from resellers (**Resellers**) and wholesalers (**Wholesalers**) of such products; and
- (b) Resellers and Wholesalers of Goods from Queclink.

The availability of the Site and the facilitation of purchases of Goods via the Site is referred to as the **Services**.

1.2 These Terms of Use apply to the use by all users of the Site and Services, and purchase of the Goods (including Customers, Wholesalers or Resellers) and are to be read in conjunction with the other terms and conditions available at [https://leaderproducts.com/en\\_HK/terms-and-conditions-wholesaler/](https://leaderproducts.com/en_HK/terms-and-conditions-wholesaler/) and [https://leaderproducts.com/en\\_HK/terms-and-conditions-reseller/](https://leaderproducts.com/en_HK/terms-and-conditions-reseller/) that may be applicable to each of the Customers, Resellers and Wholesalers (collectively, the **Terms and Conditions**).

1.3 Queclink reserves the right to make changes to these Terms of Use from time to time.

1.4 By accessing and using the Site or any content or Services provided by Queclink on or via the Site, or purchasing the Goods, you acknowledge that you have read, and agree to be bound by, the most current version of the Terms and Conditions, as applicable to the capacity in which you use the Site.

1.5 You must not use the Site if you are:

- (a) not an actual or prospective Customer, Reseller or Wholesaler;
- (b) not the owner or approved user of the account through which you are accessing the Site; or
- (c) not at least 18 years of age.

## 2. Licence

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2.1 As long as you comply with the Terms and Conditions, Queclink grants you a non-

exclusive, non-transferable, limited right to use the Site and the Services.

2.2 You must not add, post or upload any information, material or other content (**Content**) to the Site, or procure Services in respect of such Content:

- (a) unless you hold all necessary rights, licences and consents to do so; or
- (b) that is misleading or deceptive in nature, constitutes unlawful activity, or infringes the intellectual property or other rights of any person.

2.3 The Site contains links to other websites and content created by people other than Queclink, and (depending on your use of the Site) may rely on data from third party databases. Queclink does not endorse, sponsor, approve or accept any responsibility or liability for the content available on any linked website, or the accuracy of any third party database.

## 3. Your Account

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3.1 To complete the registration of your account on the Site, you must provide accurate and up-to-date information pertaining to your full name, company and business identifier (if applicable), email address, phone number, bank details and credit information (where applicable).

3.2 In order to facilitate the creation of your account, Queclink may conduct a credit check based on the information you have provided when applying for an account to access and use the Site. You expressly agree to Queclink procuring this credit check.

3.3 You agree that you are responsible for maintaining the confidentiality of your account credentials, as well as for all activities that occur via your account. As such, you agree to protect your account from unauthorised access or use.

## 4. Fees

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4.1 Where you use the Site to procure Goods and/or Services (or, in the case of Customers, direct a Reseller to procure Goods for you), you agree to pay the fees applicable to any order you submit via the Site (**Fees**) via the payment method you nominate in that transaction.

4.2 You understand that, given the nature of the Goods and Services you may procure via the Site, refunds or returns are not available on Goods for change of mind or where you have

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made an error or mistake in completing and finalising your order for Goods.

4.3 To the extent applicable, you agree to comply with any third party payment gateway provider terms and conditions in connection with your procurement of Goods and/or Services.

4.4 To the extent that payment for any transaction completed by you on the Site is deferred to a later date, you must ensure that sufficient funds are available to debit the Fees from your elected payment method at the time of completing the order or transaction.

4.5 If you fail to make any payment of the Fees due to any party via the Site, Queclink may (without limitation to its other rights and remedies at law) do one or more of the following:

- (a) charge interest on the amount owing at 2 percent per month;
- (b) restrict or suspend the Services or provision of Goods as Queclink sees fit; or
- (c) terminate your account on the Site and prohibit you from creating future accounts.

4.6 Queclink may amend any fees or amounts payable for the Goods and/or Services from time to time.

## 5. Affiliate codes

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5.1 The Site allows for Resellers and Wholesalers to generate affiliate codes (also known as referral codes) for use by Customers to earn commission on referral sales made via the Site.

5.2 Customers acknowledge and agree that the generation, issuance and management of affiliate codes for use on the Site is the responsibility of the relevant Reseller or Wholesaler and Queclink excludes all liability in respect of same.

## 6. Delivery

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6.1 Unless otherwise stated, all Goods will be delivered to the address nominated by you when submitting the relevant order via the Site, in accordance with the supplier's (being the relevant entity via which the Goods are procured, being a Wholesaler or Queclink: herein referred to as the **Supplier**) shipping policy as made available.

6.2 Customers are prohibited from reselling or on-selling Goods purchased via the Site.

6.3 Property in, and title to, the Goods passes to the recipient of the Goods (being the Customer, Reseller or Wholesaler, as the case may be: herein referred to as the **Recipient**) on the later of full payment for the Goods in accordance with clause 4, or proper dispatch of the Goods in accordance with clause 6.1, regardless of whether the Goods are on-sold.

6.4 Where the Goods have been on-sold by the Recipient prior to title passing to the Recipient in accordance with clause 6.2, the Recipient will be taken to hold the proceeds of sale of such Goods in trust for the Supplier and to account to the Supplier of the Goods for these proceeds.

6.5 As Recipient, you acknowledge and agree that, until title to the Goods passes to you pursuant to clause 6.2, you are in possession of the Goods solely as bailee, and until that time:

- (a) you must not encumber or otherwise charge the Goods; and
- (b) you are fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery of the Goods to you.

6.6 Risk of damage to, or loss of, Goods passes to the Recipient on proper dispatch of the Goods.

## 7. Intellectual Property Rights

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7.1 You acknowledge that Queclink and its licensors owns all legal rights, title and interest in and to the Site, the content contained at the Site and the Services, and nothing in these Terms of Use constitutes a transfer or assignment of any intellectual property rights by Queclink.

7.2 You must not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble, scrape, or interface (without permission of Queclink), or otherwise attempt to derive source code or data from any component of the Site or Services, or documentation or create or attempt to create a substitute or similar service or product through use of or access to the Site or the Services.

7.3 You must not use, register or attempt to register any trade marks or domain names that are derived from, substantially identical or deceptively similar to those of Queclink or those otherwise used on the Site.

7.4 You grant Queclink a perpetual, non-exclusive, royalty-free, irrevocable and worldwide licence to use any Content (including intellectual property) that you

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upload, or arrange to have uploaded, to the Site in any way (and you permit us to grant any rights to third parties to also use such content) but strictly for the purpose of maintaining, moderating and managing the Site, performing the Services, as well as the administration of the associated business (**Purpose**). For the avoidance of doubt, Queclink will not disclose confidential or commercially sensitive information to a third party other than for the Purpose. You acknowledge and agree that this licence will survive termination of these Terms of Use. You warrant to us that you have all right, title and authority to grant this licence.

## 8. Availability and support

- 8.1 Queclink makes no warranty, and has no obligation to ensure that, the Site is:
- (a) available for use at any given time;
  - (b) compatible with the third party software or chosen internet browser you choose to access the Site; or
  - (c) error-free.
- 8.2 Queclink and its third party providers do not, and are not obligated to provide any technical or other support for the provision of the Services under the Terms and Conditions.

## 9. Warranties

- 9.1 You warrant to us that:
- (a) you have full power and authority to enter into the Terms and Conditions (to the extent those terms are applicable to your use of the Site, depending on the capacity in which you use the Site);
  - (b) all information that you provide to Queclink whether directly or through your use of the Site is true, accurate and complete;
  - (c) you will not allow any unauthorised access to the Site or use of the Services or Goods and you will notify Queclink immediately upon becoming aware of any unauthorised access or use; and
  - (d) you will comply with any applicable laws, standard or regulations in respect of your access to or use of the Site, Goods and/or Services.

## 10. Limitation of Liability

- 10.1 You acknowledge and agree that Queclink's ability to provide any Services is subject to:
- (a) you complying with your obligations under the Terms and Conditions, and any other limitation or exclusion set out in same; and
  - (b) your third party hardware and software (including browser of choice) meeting the minimum operating requirements for the Site and Services, as may be detailed on the Site and updated from time to time.
- 10.2 You acknowledge and agree that, where your order involves the procurement of services from a Wholesaler and/or Reseller (not Queclink), Queclink is not liable for the acts or omissions of these third parties.
- 10.3 Queclink is not liable for any virus, malware, trojan or similar malicious software program or code infecting your software or hardware as a result of interactions with third parties on the Site.
- 10.4 To the full extent permitted by law:
- (a) Queclink excludes all liability in respect of any loss of data, interruption of business or any indirect or consequential loss, loss of profits, loss of opportunity or incidental damages; and
  - (b) Queclink excludes all warranties and representations (express and implied) unless otherwise stated to the contrary in these Terms of Use.
- 10.5 To the extent any legislation prohibits the exclusion of any implied warranties and subject to clause 10.6, you agree that Queclink's liability in respect of any claim is limited (at Queclink's option) to:
- (a) in the case of services:
    - (1) the supply of the services again; or
    - (2) the payment of the costs of having the services supplied again; or
  - (b) In the case of goods (including any downloadable apps):
    - (1) the resupply of the goods; or
    - (2) the payment of the costs of having the goods resupplied.
- 10.6 To the fullest extent permitted by law, in no event will Queclink's total aggregate liability

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under the Terms and Conditions exceed the amount Queclink is entitled to receive under its insurance policies for the event pursuant to which the liability arises.

## 11. Indemnity

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- 11.1 You agree to indemnify Queclink, its officers and employees or agents from and against any loss, claim, liability, cost or expense incurred by Queclink in respect of a third party claim arising from or in any way related to:
- (a) your breach of the Terms and Conditions;
  - (b) your infringement or alleged infringement of a third party's intellectual property rights;
  - (c) your use of the Site or Services; or
  - (d) your violation of applicable laws, rules or regulations in connection with your use of the Site Services, and/or Goods.

## 12. Termination

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- 12.1 Queclink may (temporarily or permanently) suspend, cancel or edit details of your account, or any Content, at any time in its sole discretion without notice.
- 12.2 You may delete your account on the Site at any time, at which point you release Queclink from its obligations under the Terms and Conditions unless otherwise provided and Queclink is free (but not required) to delete your account and related data Content from our systems.
- 12.3 The Terms and Conditions terminate automatically if, for any reason, Queclink ceases to operate the Site.
- 12.4 Any termination of the Terms and Conditions (or any component thereof) under clause 12 will be without prejudice to the rights of the party terminating to seek and obtain damages for any breach of the Terms and Conditions by the other party.
- 12.5 Queclink is under no obligation to backup or otherwise retain data or Content on the Site relating to your account and your interactions with us or other parties via the Site after termination or cancellation under this clause 12.

## 13. Data Collection

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- 13.1 You agree that Queclink may collect, use and share technical data, usage statistics and related information (**Data**) that is gathered

periodically to facilitate the provision of updates, address enquiries and conduct other activities related to the Site, Services and/or Goods. Queclink and third parties may additionally monitor, use and store Data to improve the Site and/or Services.

- 13.2 You acknowledge that Queclink may use and sell to third parties Data and information extrapolated from the Data, and you provide your express consent to Queclink generating, using and commercialising the Data in this way.
- 13.3 You acknowledge that Queclink may be required by law or regulation to provide data collected from the Site or in providing the Services to a government or regulatory authority and you consent to the provision of any such data or information.

## 14. Currency

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Any amount payable by you under the Terms and Conditions will be payable in the currency stipulated on the Site correlating to the region in which you access it.

## 15. Privacy

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- 15.1 You consent, acknowledge and agree that:
- (a) any personal information disclosed to Queclink via the use of the Site and/or Services may be disclosed to Queclink's associated entities, third party service providers or contractors, and/or stored on infrastructure used by Queclink, outside of Hong Kong; and
  - (b) by creating an account and continuing to use the Site and/or procure Services, you expressly agree and consent to the disclosure of any personal information outside of Hong Kong in the manner permitted by this clause.
- 15.2 In providing this consent you understand and acknowledge that countries outside Hong Kong do not always have the same privacy protection obligations as Hong Kong in relation to personal information.

## 16. Acceptable Use Policy

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- 16.1 You agree not to, and to not allow any of your employees or authorised third parties to, access the Site or use the Services in a manner that:
- (a) abuses or materially disrupts any aspect of the networks, security

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systems, Services and/or websites of Queclink;

- (b) interferes with the use of the Site or Services by other users;
- (c) generates or facilitates unsolicited and unauthorised advertising or marketing communications;
- (d) violates or facilitates the violation of the legal rights of Queclink, its associates and licensors, or another user of the Site or Services;
- (e) constitutes data collection or data mining activities on or in respect of the Site without our prior written consent other than as authorised under these Terms of Use for the purpose of utilising the Site and/or Services;
- (f) seeks to remove, alter, obscure or otherwise degrade watermarks or similar security measures that appear on images available on the Site;
- (g) constitutes conduct that is misleading or deceptive, or contravenes any applicable law; or
- (h) otherwise constitutes abuse or inappropriate use of the Site, in Queclink's sole discretion.

16.2 You will not use the Services for any fraudulent or illegal purposes, or to intentionally distribute malware, viruses or any other computer code, files or programs of a destructive or deceptive nature.

## **17. Miscellaneous**

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- 17.1 The Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 17.2 You must not assign, transfer or novate any of your rights or obligations (including your account) under or relating to the Terms and Conditions.
- 17.3 Queclink may assign, transfer or novate any of its benefits, rights or obligations under or relating to the Terms and Conditions with notice in writing to you.
- 17.4 If a provision of the Terms and Conditions is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.