

# 20250508-Livelab- User Terms of Use\_vanessa update-final-clean

## Terms of Use

Last updated [12th May 2025]

Welcome to our platform. We are a one-stop service provider focused on TikTok and Shopee. Our core services include livestream operations, shop operation, creative video production, KOL affiliate marketing, and advertising optimization.

These terms of use are entered into by and between you and 【TECDO HONG KONG LIMITED】 (the “Company”, “We” or “Us”). The following terms and conditions, govern your access to and use of [ <https://www.livelab.live/> ] (the “Website”), including any content, functionality, and services (collectively, the “Services”) offered on or via the Website.

Please read the Terms of Use carefully before you start to use the Website. By clicking to accept and agree to the Terms of Use, you accept and agree to be bound and abide by the Terms of Use.

## 1. Eligibility

1. This Website is provided and accessible to users who are at least 16 years of age. By utilizing this Website, you affirm that you possess the legal capacity to enter into a binding agreement with the Company and fulfill all eligibility criteria stipulated by applicable laws. Furthermore, you hereby represent and warrant to us that: (i) you have all requisite right, power, and authority to enter into the Terms of Use and perform your obligations and grant the rights, licenses, and authorizations you grant hereunder; (ii) you and all of your employees, agents, officers, directors, subcontractors and consultants will ensure compliance with all applicable laws at all times during your use of the Services on the Website; (iii) you have not previously been removed from any part of the Services; and (iv) you will not use the Services for any purpose other than as contemplated hereunder.

2. IF YOU DO NOT MEET ALL OF THESE FOREGOING REQUIREMENTS ABOVE, OR IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE WEBSITE. VIOLATION OF ANY TERMS HEREIN WILL RESULT IN THE CANCELLATION OF YOUR ACCOUNT. YOU AGREE TO USE THE SERVICES OFFERED ON THIS WEBSITE AT YOUR OWN RISK.

## **2. Changes to the Terms of Use**

1. We may revise and update the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.
2. Your continued use of the Website following our posting of the revised Terms of Use means that you accept and agree to the changes.
3. We retain the right, at our sole discretion and without prior notice, to withdraw or modify this Website, as well as any Services provided on it. We shall not be liable if any portion or the entire Website becomes unavailable for any reason. Periodically, we may limit user access, including registered user access, to certain parts or the entirety of the Website.

## **3. Accessing the Website and Account Security**

1. If you using or opening an account on this Website, you affirm that you are an authorized representative, possessing the authority to legally bind to the Terms of Use. By agreeing to the Terms of Use on behalf of yourself, you also consent to be bound by the terms herein. In such instances, references to "you" in the Terms of Use encompass both yourself, and any other duly authorized individual user .
2. You are accountable for the following key responsibilities:
  1. ensure that you have made all necessary arrangements to access the Website; and

2. ensure that all individuals accessing the Website via your account are informed of the Terms of Use and comply with them.

3. To access the Website and its resources, you may need to provide registration details or other information, with the condition that all provided information must be accurate, current, and complete. By registering on the Website, you acknowledge that your information is governed by our Privacy Policy, consenting to our actions regarding your information in accordance with said policy.

4. Upon account creation, you must furnish a valid email address and other required details to complete the signup process (referred to as "Login Information"). Safeguarding the security of your Login Information and account is your sole responsibility, and you agree to promptly change them if compromised. Specifically, you are prohibited from disclosing your Login Information to any unauthorized third party. By acknowledging the personal nature of your account, you also agree not to share access to the Website with any unauthorized third party; if provided with a username, password, or other security information, by us, you must maintain the confidentiality of such security information and refrain from disclosing it to any unauthorized third party. In the event of any unauthorized access, account activity or breach of security, you must promptly notify us. It is essential to log out of your account after each session, especially when using a public or shared computer.

We hereby disclaim liability for any losses incurred due to your failure to comply with these foregoing safeguarding obligations above, and reserve the right to disable any username, password, or other account identifier at our discretion, particularly if we suspect a violation of the Terms of Use.

Communication between you and us regarding your account or any Services provided may occur through various channels such as email, phone, or text message.

## **4. Intellectual Property**

1. By utilizing the Services, you grant us a worldwide, non-exclusive, royalty-free license to store, catalog, copy, and reproduce your company name, trademarks and logos ("Marks") and other content you provide, for us to display: (i) during the

Services and (ii) through third-party syndication partners, including social media such as Shopee; Lazada; Amazon, etc. We hold no other intellectual property rights over your Marks, affirming that your Marks, profile, and other uploaded materials remain your own.

2. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors or other providers of such material (if any), and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Terms of Use permit you to use the Website for the purposes set forth herein only.

3. If the Website contains links to websites of third parties, these links are provided for your convenience only, and you may access the links at your own risk. This includes links contained in advertisements, banner advertisements, and other sponsored links. We have no control over the contents of those third party websites and accept no responsibility for them or for any losses that may arise from your use of them.

## **5. General Conditions**

1. You are accountable for any and all content posted and activities occurred under your account, including all posts by others with access to your account. You must refrain from using the Services for any illegal or unauthorized purposes, specifically, you shall not, on the Website, advertise, promote, sell, make to sell, or otherwise commercialize any products or services that are prohibited by applicable laws.

2. We may, but have no obligation to, remove any content, and cancel or disable any accounts containing content that we determine in our sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violative of applicable laws or the Terms of Use.

Specifically, any form of abuse towards us or our customers, employees, agents, officers, or directors will result in immediate account cancellation.

3. You are strictly prohibited from altering, adapting, or manipulating the Services or

any external website in a manner that falsely suggests an affiliation with or endorsement by the Company. Additionally, you are expressly forbidden from reproducing, duplicating, selling, or exploiting any aspect of the Services without prior written consent from us.

4. Your use of the Services is subject to the inherent risks associated with its availability. It is important to note that the Company relies on third-party vendors and hosting partners to facilitate the necessary hardware, software, networking, storage, and related technology required for the operation of this Website, with data protection practices outlined in our Privacy Policy. Technical support is exclusively accessible to paying account holders.
5. You acknowledge that the technical processing and transmission of the Services, including your content, may involve unencrypted transmission over various networks. It is imperative not to engage in spamming activities or transmit any harmful code, such as worms or viruses. In cases where your usage significantly surpasses average bandwidth consumption, as determined by the Company, your account may be disabled or bandwidth throttled until consumption is reduced.
6. If you access the Website, you do so on your own initiative and are responsible for compliance with all applicable local laws.

## 6. Indemnity

1. You agree to defend, indemnify, and hold harmless the Company, its employees, agents, officers, and directors, from any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising from various circumstances, such as your access to or utilization, misuse, or abuse of the Services and the Website, breaches of representations or obligations as outlined in the Terms of Use,.
2. In the event of any third-party claim, you commit to employing counsel satisfactory to the Company for defense, with the understanding that we may assume control of the defense if we determine such a claim may adversely affect us, and you may not enter into any settlement or judgment without our prior written consent.

## **7. No Warranties**

1. THE SERVICES PROVIDED THROUGH THE WEBSITE ARE ON AN "AS IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
2. YOU FURTHER ACKNOWLEDGE THAT THE COMPANY DOES NOT WARRANT (I) THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE DURING OPERATION; (II) THE SERVICES TO BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE SERVICES TO BE INVULNERABLE TO FRAUD OR UNAUTHORIZED USE; (IV) THE SERVICES TO RESULT IN ANY SALES, REVENUE, OR OTHER BENEFITS TO YOU OR THE RETAILER; (V) THE FEATURES, CATEGORIES, OR FUNCTIONALITIES OF THE SERVICES TO BE AVAILABLE AT ANY TIME IN THE FUTURE. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE.
3. REGARDING THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE, IT IS PROVIDED SOLELY FOR GENERAL INFORMATION PURPOSES, AND THE COMPANY DOES NOT WARRANT ITS ACCURACY, COMPLETENESS, OR USEFULNESS. RELIANCE ON SUCH INFORMATION IS AT YOUR OWN RISK. THE WEBSITE MAY INCLUDE CONTENT PROVIDED BY THIRD PARTIES, SUCH AS USERS, BLOGGERS, AND LICENSORS, WHOSE RESPONSIBILITY SOLELY LIES WITH THEM, AND THE COMPANY BEARS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT PROVIDED BY THIRD PARTIES.

## **8. Limitation of Liability**

1. YOU EXPLICITLY ACKNOWLEDGE AND AGREE: TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE AND THE SERVICES ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS,



LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

2. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM THE USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICES IS LIMITED TO THE FEES PAID TO THE COMPANY BY YOU FOR THE SERVICES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION GIVING RISE TO SUCH LIABILITY.

## **9. Miscellaneous**

1. Entire Agreement. The Terms of Use constitute the entire agreement between you and the Company concerning the subject matter herein and supersede all prior or contemporaneous agreements, whether oral or written.

2. Independent contractor. The Terms of Use do not establish or imply any agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship. The Company does not act as your agent, fiduciary, trustee, or representative. Nothing stated or implied in the Terms of Use is intended to grant any legal or equitable right, remedy, or claim to any third party. The Terms of Use, along with all representations, warranties, covenants, conditions, and provisions herein, are designed for the exclusive benefit of you and the Company.

3. Assignment. The Terms of Use and their associated rights and obligations are non-transferable or assignable by either party without prior written consent from the other party, except in cases where a party may assign the Terms of Use entirely as part of a reorganization, reincorporation, merger, or sale of substantially all of its assets, provided written notice is given to the other party. Any assignment made in contravention of this provision shall be deemed null and void. Subject to these conditions, the Terms of Use shall benefit and bind the parties and their respective successors and permitted assigns.

4. Waiver and Severability. No waiver or modification of the Terms of Use shall be valid unless it is in writing and signed by each party. The waiver of a breach of any term herein shall not constitute a waiver of any other term or breach. If any provision of the Terms of Use is deemed unenforceable, it shall be reformed only to the extent

necessary to render it enforceable.

5. Notices.

All your other feedback, comments, requests for technical support, and other communications relating to the Website shall be directed to the Company's email address: [\[livelab.css@tec-do.com\]](mailto:livelab.css@tec-do.com).