

# General Terms and Conditions

We are "SPEEDY BRILLIANT (HONG KONG) LIMITED" (hereinafter referred to as "we", "the company" or SPEEDY BRILLIANT (HONG KONG) LIMITED, and we own and operate the website [www.replymymail.com](http://www.replymymail.com) (hereinafter referred to as "this website" or [replymymail.com](http://replymymail.com). Our website provides an online shopping mode through the Internet and provides a one-stop delivery/synchronization service ("Service").

[Please read these terms carefully before using this website. Your use of this website or any part thereof, constitutes your agreement to be bound by the following terms and conditions. We may update this posting from time to time to revise these terms and conditions. The revised terms will be effective on the date of posting.]

## Registration of Account:

- In order to facilitate your better use of the services provided on this website, please register first
- In consideration of your use of our services, you agree to:
- Provide the most recent true, accurate and complete personal information and data; and
- Keep your account and password safe.
- If there is any change in your registration information, please contact us immediately by e-mail at [contact@replymymail.com](mailto:contact@replymymail.com)
- You are solely responsible for all trading activity on this website through your account.
- If you have reason to believe or have discovered that the security of your account has been breached, or if any unauthorized person has used your account, please contact us immediately.
- For more information on how we use your personal data, please refer to our Privacy Policy.
- By registering as a member of our online store, you agree to us sending you direct marketing messages by e-mail. If you no longer agree to receive the above messages, you can unsubscribe at any time.

## Order Placement and Processing:

- Please be noted, we are the only seller or supplier of the items sold in our website. We are responsible for administering the website, arranging the order processing process and fulfilling the delivery/synchronization of the items you order through our website.
- When you place an order, you represent that you are purchasing such items from the website at the specified price for the products. Once submitted, you cannot cancel the relevant order, even if we have not accepted or rejected your order
- We will confirm receipt of your order by e-mail. This confirmation e-mail will provide:
- Your order details;

- Details of prices charged;
- Your order follow-up information; and
- Estimated delivery/synchronization information.

This communication will represent our acceptance of your order as the supplier. You can track the status of your order online.

We reserve the right at our sole discretion not to accept or cancel an order for any reason, including but not limited to:

- Delivery cannot be arranged for your area; or
- The price indicated on the product you ordered is incorrect due to human or computer error or incorrect pricing information provided on the website.
- If we cancel your order, we will notify you by e-mail and will credit your account with any amount debited by us on your credit card as soon as possible within thirty (30) days of your order. You accept that we shall not be liable for any compensation for your dissatisfaction.

## **Price and Payment:**

- We will use all commercially reasonable efforts to display accurate and up-to-date prices on the website.
- If the price of a product is higher at the time we intend to accept your order than it was at the time you made the order, we may:
  - Cancel your order, or
  - Contact you if you wish to pay the updated higher/lower price or cancel your order.
- When you place an order, you authorize us to pay for the product for the amount at the time of our acceptance of your order. Title to the Products will not pass to you until payment is received.
- We use third-party payment services for online transactions. When you make a transaction, you agree and accept that, subject to its terms and conditions, your credit card information will be collected, processed and retained by us and payment service providers. You agree and accept that you are solely responsible for any losses incurred or incurred by you in conducting credit card transactions, and we shall not be liable for any such losses in whole or in part under any circumstances.
- You will have the choice to make payments with one of the following options:
  - Credit Card
  - Debit Card
  - PayPal Account

## **Delivery/Synchronization of Items:**

- All deliveries/synchronizations shall be in accordance with and comply with our delivery policy here.

- We will try our best to ensure that the products ordered at SPEEDY BRILLIANT (HONG KONG) LIMITED are delivered on time.
- All items purchased will be delivered/synchronized within your registered account dashboard.

## **Changes to Service or Modify Terms:**

- We reserve the right to change the Terms and Conditions of Sale and all related policies and notices at any time; unless otherwise stated, such modifications shall be effective immediately upon posting on the Site.
- Use of "SPEEDY BRILLIANT (HONG KONG) LIMITED" after any such modification constitutes your agreement to abide by and be bound by the revised terms.

## **Termination:**

- If you breach any of the terms and conditions, we may immediately terminate your registration or access to our website.
- Any rights that have accrued to either party after the date of termination will remain enforceable after termination.

## **Disclaimer:**

- We do not represent or warrant that access to our website (including use of mobile applications or software) or any part thereof will be uninterrupted, reliable or error-free.
- We do not represent or warrant to you that our website or any of its contents will be accurate, complete or reliable.
- You agree that no data transmission over the Internet can be guaranteed to be completely secure. Although we strive to protect this information, we do not warrant and cannot ensure the security of the information you transmit to us. You transmit any information to us at your own risk.
- To the extent permitted by law, we exclude all liability (whether in contract, tort or otherwise and whether or not due to our negligence) to you for:
  - Any technical, factual, textual or typographical inaccuracies, errors or omissions with respect to or in relation to our website (or any material therein);
  - Failure to provide our website (or any part thereof) or services;
  - Any delay in supply, or failure to supply or make available goods or services, or any negligent supply of goods or services;
  - Any misrepresentation about our website, goods or services; or
  - All liability for any costs, claims, damages or losses of any kind, whether direct or indirect, lost profits or any consequential loss, tort, arising out of the use of the product or the purchase of the product.

- Notwithstanding anything else in these terms and conditions of sale, all our liability to you or any other party shall be limited to the total amount paid by you for your purchase from us.
- You agree that such restrictions are reasonable in view of the nature of our website, especially since when you purchase items through our website, you will enter into a separate contract with the supplier of each item.
- All information, trademarks, logos, images, video clips, sound files, links and other information (hereinafter referred to as "information") contained in this website are for reference only and are subject to change at any time, and are not subject to change at the company's discretion with further notice.
- Whilst the Company has made every effort to ensure the accuracy of the information on this web page, the Company makes no express or implied warranty that such information is correct. The Company assumes no responsibility for any errors or omissions.
- The company will not be liable for any damages (including but not limited to computer viruses, system failures, data loss) caused by the use or any person's use of this website.
- This website may link to external web pages provided by other organizations, but these web pages are not controlled by the company. The company does not make any guarantees or assume any responsibility for the content displayed on these pages. If you browse these web pages, you will bear the consequences yourself.

### **Ensure:**

- By browsing the relevant information and/or using [replymymail.com](mailto:replymymail.com), you declare to:
- Not use our website for any fraudulent or illegal purposes
- Not conduct or allow any activities that infringe copyright, design rights and intellectual property rights;
- Ensure that all information you provide is information that you know to be true and accurate;
- Allow research investigations into the use of the data;
- Accept all disclaimers and limitations of liability contained in this notice; and
- Accept the Personal Data Policy applicable from time to time.

### **General Information:**

- We reserve the right to modify the content of the website (including the services we provide) and these terms and conditions at any time without notice. Any changes to these terms and conditions will be posted on the website and continued use of our website after any such changes constitutes your agreement to be bound by the revised terms and conditions of use. This right includes the right to change any document forming part of these terms and conditions.

- We reserve the right, in our sole discretion, to deny users access to our website, or any part thereof, without notice, and to refuse to provide our services to any user who violates these terms and conditions.
- We shall not be liable to you for any breach of these terms and conditions of use, nor shall we be liable to you for any failure or delay in providing our services through the website as a result of any event or circumstance beyond our reasonable control.
- If any provision of these terms and conditions shall be deemed invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity or effect of any other provision and such invalid provision shall be deemed to be incompatible with these terms and conditions segmentation.
- These terms and conditions set forth the entire agreement and understanding of the parties and supersede all prior agreements, understandings or arrangements, whether oral or written, with respect to the subject matter of these terms and conditions. Neither party is entitled to rely on any agreement, understanding or arrangement not set out in these terms and conditions.
- This disclaimer is governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region. You agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.