

Terms of Use

Please read the following terms and conditions carefully before you use services from Harmony Apps Ltd.

The Site is owned and operated by Harmony Apps Ltd. (“Rocka”, “Company”, “we”, or “us”). We are making our mobile applications (“Apps”) (collectively, the “Service”) available to you subject to the following terms and conditions of service (the “Terms”). The Terms are a legal contract between you and Company regarding your use of the Service (you and others using the Service will be referred to as “Users”).

As long as you comply with these Terms, you have the right to download and install a copy of the Apps to your mobile device, and to access and use the Service, for your own personal use. By accessing and using the Service, you acknowledge that you have read, understood, and agree to be bound by the Terms. If you do not agree to these Terms at any time, please do not use the Service.

Applicable Terms and Policies.

1. **Guidelines.** When using the Service, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.
2. **Privacy Policy.** Please read our Privacy Policy carefully for details relating to what information and data we collect from you and other Users, and how we use that information internally and disclose it to third parties, including but not limited to advertisers. Our Privacy Policy is incorporated into these Terms by reference.
3. **Modifications.** From time to time, we may modify the Terms. If we do so, we will make the modified Terms available through the Service, and indicate the date of the latest revision. We encourage you to review the Terms periodically for changes. Your continued use of the Service after revised Terms have become effective indicates that you have read, understood and agreed to the current version of the Terms. If you do not agree with any changes to the Terms, you must cease using the Service.
4. **Users Must Be 13 or Older.** If you are opening an account on behalf of yourself, you represent that you are the age of majority in your jurisdiction and fully able and competent to enter into these Terms. If you are under 18, you may use our Site only with the involvement of a parent or guardian. In any case, you affirm that you are 13 years of age or older, as the Service is not intended for children under 13.
5. **Termination.** You agree that we may terminate your account or use of the Service at any time in our sole discretion, and you agree that we shall not be liable to you or any third party for any such termination. If we terminate your access to the Service, your Content will no longer be accessible through your account, but such Content may persist and appear within the Service (e.g. if your Content has been shared or re-shared).

Our Proprietary Rights.

1. **Ownership.** Our Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, we (or our licensors) exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service, including in any Content. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Service will be the sole and exclusive property of Company and you hereby irrevocably assign to us all of your right, title and interest in and to the foregoing.

2. **Restrictions.** You may not: (a) copy, modify or distribute the Service for any purpose; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Service to any third party; (c) decompile, reverse-engineer, disassemble, or create derivative works of the Service, or otherwise attempt to discover the source code of the Service; (d) make the functionality of the Service available to multiple users through any means; or (e) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

Restrictions.

You agree not to (a) interfere with, damage, impair, or disable the Service's operation, by any means (whether through automated means or otherwise), including uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code; (b) make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users, or use the Service for commercial purposes; (c) use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express consent or bypass our robot exclusion headers or similar measures; (d) remove, circumvent, disable, damage or otherwise interfere with the Service's security-related features, features that prevent or restrict the use or copying of any part of the Service, or features that enforce Service limitations; (e) attempt to gain unauthorized access to the Service, other User accounts, computer systems or networks connected to the Service through hacking, password mining, or any other means; (f) deep-link to the Service, and you agree you will promptly remove any links that Company finds objectionable in its sole discretion; (g) send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; (h) solicit personal information from minors, or submit or transmit pornography; (i) reformat or frame any portion of the Service; (k) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive traffic demands of the Service; (l) impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals; (m) solicit a User's password or other account information; or (n) harvest User names, addresses, or email addresses for any purpose;.

Third Party Websites and Content.

1. **Third Party Websites.** The Service may contain links, information, and references to third party products, services, and websites which we do not control or maintain ("Third Party Sites"). Access to and use of any Third Party Sites is at your own risk and we are not responsible for (a) the accuracy or reliability of information on Third Party Sites, (b) the acts or omissions of the operators of Third Party Sites (or their partners or affiliates), (c) any loss or damage incurred in connection with the use of any Third Party Site, or (d) any transaction you consummate in connection with your use or access of any Third Party Site. We provide these links merely as a convenience, and the inclusion of such links does not imply an endorsement. You should review any applicable terms and policies of such Third Party Sites, since their terms and policies, not ours, apply to your interactions with them.
2. **Third Party Content.** You understand that when using the Service you will be exposed to Content provided by other Users and by other third parties (collectively, "Third Party Content"). We do not control or endorse the submission of Third Party Content, nor do we have any obligation to monitor it. We are not responsible for (a) the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights or infringement relating to, such Third Party Content, (b) removing inappropriate Third Party Content, or (c) any loss or damage of any kind incurred as a result of the use of any Third Party Content. You waive, any legal or equitable rights or remedies you have or may have against Company with respect thereto. You alone are responsible for your involvement with other Users and providers of Third Party Content. Company reserves the right, but has no obligation, to monitor disagreements between you and other Users and providers of Third Party Content, provided that Company disclaims all liability related to any such disagreements.
3. **Disputes with Third Parties.** If you have a dispute with (a) another User, (b) the provider of any Third Party Site or Third Party Content, (c) any third party that contacts you as a result of your use of the Service, or (d) any other third party arising in connection with your use of the Service, you

release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Indemnification; Hold Harmless.

You agree to defend (at our request), indemnify and hold harmless Company and its employees, managers, officers and agents (collectively, the "Parties") from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by the Company in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

Disclaimer of Warranties.

1. **Warranty Disclaimer.** YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS AS TO: (A) THE SERVICE; (B) THE COMPANY CONTENT; (C) USER OR THIRD PARTY CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COMPANY OR VIA THE SERVICE.
2. **No Technical Warranties.** THE PARTIES DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, (B) DEFECTS WILL BE CORRECTED, (C) THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES, OR (D) THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL.
3. **Certain Jurisdictions.** THE PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

Limitation of Liability; Waiver.

1. **No Liability for Losses or Damages.** UNDER NO CIRCUMSTANCES WILL THE PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE AND ITS OPERATION; (B) THE CONTENT; (C) USER OR THIRD PARTY CONTENT; (D) YOUR INABILITY TO USE THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; OR (G) LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, DEATH, PERSONAL INJURY, OR COMPUTER FAILURE OR MALFUNCTION. THE PARTIES SHALL NOT BE LIABLE FOR THE FOREGOING LOSSES OR DAMAGES (X) EVEN IF FORESEEABLE OR EVEN IF THE PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (Y) WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE).
2. **State Requirements.** SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
3. **Monetary Limitation.** IN NO EVENT WILL THE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).
4. **No Injunctions.** YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE ACTS OR OMISSIONS OF THE PARTIES, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OF ANY KIND.
5. **Waiver of California Civil Code Section 1542.** BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
6. **Acts or Omissions of Third Parties.** COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE THE PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Notice and Procedure for Making Claims of Copyright Infringement

1. **Notification of Infringement.** COMPANY respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify Company of your infringement claim and provide us with the below information in accordance with the procedure set below. Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be

emailed to Company's Copyright Agent at hello@rocklearning.com (Subject line: "DMCA Takedown Request").

2. To be effective, the notification must be in writing and contain the following information:
 - o An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - o A description of the copyrighted work that you claim has been infringed upon;
 - o A description of where the material that you claim is infringing is located on the site, with enough detail that we may find it on the site;
 - o Your address, telephone number, and e-mail address;
 - o A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - o A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
3. Please note that this procedure is exclusively for notifying COMPANY that your copyrighted material has been infringed.
4. **Counter-Notice:** If you believe Your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the Content in Your Content, you may send a written counter-notice containing the following information to the Copyright Agent:
 - o your physical or electronic signature;
 - o identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
 - o a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
 - o your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Hong Kong [If you use an arbitration/jurisdiction location other Hong Kong, let us know so we can change this accordingly.] and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
 - o If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.
5. **Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Miscellaneous

1. These Terms are the entire agreement between the parties on the subject matter hereof. The relationship of the parties hereunder is that of independent contractors, and these Terms will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of these Terms is held to be unenforceable, these Terms will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. These Terms will be governed by the laws of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of the Hong Kong. You may not assign these Terms without the prior written consent of Company, and any prohibited assignment will be null and void. Waiver by either party of a breach of any provision of these Terms or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

ROOM 913, 9F, HOLLYWOOD PLAZA, 610 NATHAN ROAD, MONG KOK,
KOWLOON, Hong Kong

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