

TERMS AND CONDITIONS OF THE USE OF THE WEBSITE OF MAY'S DEVELOPMENT LTD

Forewords

Thank you for accessing our website www.mays-eshop.com (the "Website").

The Website is operated by **May's Development Ltd** (the "Company"). Please read these Terms and Conditions (the "Terms") before using the Website. Please note that the Forewords section is a part of the Terms and the headings used are for reference only.

By using the Website, you signify your acceptance of the Terms in consideration of which the Company provides you with access. From time to time, the Company may modify the Terms. Accordingly, please continue to review the Terms each time you access or use the Website. If you do not accept the Terms, you will not be authorized to access the Website and you should not use the Website.

From time to time, the Company may run competitions and promotions via the Website. Separate terms and conditions governing such competitions and promotions will be posted where appropriate.

In addition, when using any particular service on or via the Website, you may be subject to additional guidelines, rules and other terms and conditions applicable to such service which may be posted by the Company on the Website from time to time.

We hope that you will enjoy and satisfy with our services. If you have any query, please do not hesitate to contact us.

1. No Reliance

While the Company has endeavored to ensure the accuracy or completeness of the information or material on the Website, the Company does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Website.

2. Description of Service

The Company currently provides users with access to a rich collection of shopping services, product information and related contents through the Website. Unless explicitly stated otherwise, any new feature that augments or enhances the Website shall also be subject to the Terms. All services provided on the Website are provided on an "AS IS" and "AS AVAILABLE" basis.

Please note that the Company may designate certain areas on the Website which may contain contents only suitable for users who are of the age of 18 or over. You must be at least 18 years of age to access such designated areas.

3. Product Information

Availability of products and services listed on the Website are subject to changes from time to time without notice. The information on any particular product or service on the Website does not imply that such product or service is available at the time of your access or purchase or that the Company endorses such particular product or service. The Company shall not be responsible for any inaccurate or incomplete information on any product or service (including but not limited to the price and description of any product or service) due to typographical error, error in information provided by a supplier, or any other reason and the Company shall have the right to refuse or cancel any order placed for such product or service on the basis of any inaccurate or incomplete information on the Website. In the event that the Company cancels your order or service after your credit card has been charged, we shall promptly refund to you the amount paid.

4. Order Acceptance

The Company may contact you via your email account following your placement of order to confirm receipt of your order and to provide you with the necessary information where appropriate. If necessary, a representative of the Company may contact you for additional information needed to facilitate order processing or to update you on the progress.

Your receipt of any electronic or other form of acknowledgment or confirmation from us does not signify our acceptance of your order. The Company reserves the right at any time after receipt of your order to accept or decline your order.

Our acceptance of your order in relation to any product or service is subject to (1) the Terms, (2) **our Standard Terms and Conditions of Business** and (3) the availability of the products in stock or the availability of the service at the time when your order is accepted and processed by us. The Company reserves its right to cancel your order in the event that it is not practicable for the Company to comply with your order (for example, the ordered product is out of stock). In the event that the Company cancels your order or service after your credit card has been charged, we will promptly refund to you the amount paid.

5. Promotional Gift

Any promotional or complimentary gift being offered at our Website from time to time is subject to its availability in stock and may vary from time to time without

notice. The Company reserves the right to substitute any promotional or complimentary gift offered with another product subject to the availability of such substituted gift.

6. Payment

You are responsible for any payment due for any product or service ordered through your account. If the Company does not receive payment from you at the time of the placement of order via your account, you shall be responsible for all amounts due to us together with any interest chargeable at the relevant time. You shall also be responsible for any costs and/or expenses incurred by the Company in relation to the collection of any overdue payment.

The normal method of payment is by way of your credit card. The Company reserves its right to require payment to be made by way of other methods.

7. Delivery

The Company shall have the discretion to engage another company for providing the shipment and/or delivery service for you and as such, the Company shall not be liable or responsible for any delay in delivery, loss and/or damage to the products as a result of any act or omission of any third party company in respect of the shipment and/or delivery of any ordered products by such third party company to you.

8. Pricing

Except it is otherwise stated, the price specified for any product on the Website represents the retail price listed for the product itself.

With respect to the products posted on the Website, the Company cannot confirm the price of any product until you place your order. We will use our reasonable endeavor to ensure that the prices specified in our Website are up-to-date. However, the product prices may vary from time to time without notice.

Depending on the circumstances, we will either (1) contact you for instructions or (2) cancel your order and notify you of such cancellation thereafter in the event that your order does not reflect the correct prices, description or other details of the product(s) or service(s) concerned at the relevant times.

9. Products

Colors and sizes of the products displayed on the Website may not represent the actual colors and sizes of the products. While the Company will try to ensure that the information on the products posted on the Website is as informative as

possible, the Company shall not be responsible for any variation in such details, including the colors and sizes, of the products actually delivered to you.

10. Links to the Website

Other websites, whose internet links are provided on the Website, are for information only and the Company has not reviewed such websites. The Company, therefore, has no responsibility for the content of such other websites and the Company accepts no responsibility or liability for any losses, damages or any other consequences whatsoever that may be incurred or suffered by you as a result of your voluntary access to such other websites.

11. Currency Conversion

The Company currently uses the services of Paypal for information on the rate of exchange between different currencies. The Company does not guarantee the accuracy, timeliness, reliability or completeness of any of the information provided by Paypal at all times.

12. Intellectual Property

The Website, including but not limited to text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and other material (altogether referred to as the "Content") therein, is protected by copyright, trademarks and/or other intellectual property or proprietary rights (altogether referred to as the "IP Rights"). The Content may be owned or controlled by the Company or other third parties. You shall not make use of the Content without prior written authorization from the Company and/or other owners of the relevant intellectual property or proprietary rights of the Content.

You may not use any of the trademarks, trade names or any part of the Content which is protected by the IP Rights without the Company's prior express written authorization.

13. Licence and Download Rights

You acquire no rights or licence in or to the Website and/or the Content other than the limited right to use the Website in accordance with these Terms and the right to download the Terms. Other than as set out in the Terms you may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit any part of the Website including the Content.

Downloading is permitted by the Company provided that:

(i) you only make personal, non-commercial use of such download and/or printed copy; and

(ii) you retain on such download and/or printed copy all copyright notices and shall remain bound by these Terms and the terms of such wording and notices.

Additionally, you may not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You may not make any part of the Website available as part of another website, whether by hyperlinked or framing on the Internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

14. Purpose of Collection of Data

When you access the Website and/or make a purchase, the Company may request specific information from you. You have the right not to comply with such request for information. Any information provided by you to the Company is purely on a voluntarily basis. However, the Company may not be able to process your orders or to provide any service required by you if any requested information is not given by you.

Personal data collected from you may also be shared by the Company with May's Development Limited, May's Professional Beauty and Make up School, May's Company and Gala Gold Limited. The use of any information provided by you is subject to the Terms.

From time to time we may use the information you give us for marketing purposes (for example to develop or promote complementary products or services) and we may share information you give us with only the above selected companies.

15. Protection of Information

All practicable steps are taken to ensure that any personal data held by the Company on this site is stored in a secured and safe place to prevent the loss, misuse or alteration of information you give us. SSL service provided by Verisign is deployed in the site, so collection and transmission of data will be conducted under the SSL service to maximize online security.

The Company's personal data & privacy policy is in compliance with the Personal Data (Privacy) Ordinance (Cap. 486). If you have given us personal information about yourself and would like copies of that information, or if you would like us to correct any factual inaccuracies in that information, or if you would like that information deleted from our records, you need to complete a Data Access / Correction Request Form copies of which can be provided upon request by contacting the Company.

16. Disclaimer and Indemnity

The Website and the Content are provided on an "AS IS" and "AS AVAILABLE" basis excluding any warranties of any kind, either express or implied, to the fullest extent permissible by the applicable law including (but not limited to) the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. The company further accepts no responsibility or liability for functions contained on the Website and makes no warranties that the Website will operate uninterrupted or error-free or that defects will be corrected.

The Company and its affiliates, directors, officers and employees do not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of errors or viruses, worms, "Trojan horses" or other viruses whatsoever and the Company shall not be liable for any damage you may suffer as a result of such destructive features.

The Company and its affiliates, directors, officers and employees make no warranties, conditions, indemnities, representations or terms, express or implied, of the merchantability and availability of any product or service, including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, satisfactory quality, merchantability or fitness for any particular purpose with respect to the third party websites.

The Company shall not be held responsible for any part of the Content provided by third parties. The Company is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the Website.

You shall be responsible to indemnify and hold the Company, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from breach of any representations and warranties made by you to the Company. You hereby further agree to indemnify and hold the Company, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by third party rights claimants or

other third parties relating to products offered or displayed on the Website. You hereby further agree that the Company shall not be responsible and shall have no liability for any material posted by others; including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you.

These Terms do not affect your statutory rights or your legal rights as a consumer.

17. Limitation of Liability

Your use of the Website, including the Content, is at your own risk. Save in respect of fraud and of personal injury or death to the extent that it results from the Company's negligence, under no circumstances shall the Company, its affiliates, directors, officers and employees be liable to you or any third party for any direct, indirect, consequential, incidental or other damages, loss of profits, or any other damages whatsoever whether based on warranty, contract, tort (including negligence) or otherwise.

Please read all information, warranties or warnings provided by the manufacturer owner or seller of the products on the Website or on/in the product packaging and labels before using any product purchased on the Website. The Company shall not be liable for the fitness for any particular purpose, quality or reliability of such products or reliability of any information provided by any manufacturer owner or seller of such products or any product liability whatsoever and it is your responsibility to obtain and evaluate all necessary information from all relevant sources.

18. Applicable Law

All disputes arising from the use or reference to the Website or its Content shall be governed by the laws of Hong Kong Special Administrative Region and shall be subject to the exclusive jurisdiction of Hong Kong.