

TERMS OF USE

(updated by 8.17.2020)

The www.cgccusa.org Web site ("Site") is made available by China General Chamber of Commerce - USA and CGCC Foundation ("CGCC"). All content provided on or through this Site may be used only under the Terms and Conditions stated below.

USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF USE ESTABLISHED BY THE CHAMBER

When you access information provided on the Site, you acknowledge your agreement to these Terms and Conditions. References to "you" or "your" refer to you as an individual as well as in any representative capacity you may have.

MODIFICATION OF THESE TERMS OF USE

From time to time, changes in law or in the organization may require CGCC to update this Agreement. We appreciate your use of the Site and our Service and respect your choice of whether to accept such changes. Notice of each such change shall be posted on the Site, and your continued use of the Site and/or Service shall constitute your acceptance of the modified version of this Agreement. If you do not agree with any such changes, please contact CGCC by email at contact@cgccusa.org. CGCC, in its sole discretion, may also add, delete or change some or all of the features of the Site or CGCC's services at any time. The terms "you" and "your" as used herein refer to all individuals and/or entities accessing the Site for any reason.

LINKS TO THIRD PARTY SITES

The Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of CGCC and CGCC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CGCC is not responsible for webcasting or any other form of transmission received from any Linked Site. CGCC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CGCC or any association with its operators.

PRIVACY POLICY

Click <u>here</u> to access CGCC's privacy policy.

INTELLECTUAL PROPERTY RIGHTS

The Site 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 CGCC and its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for lawful purposes only.



The CGCC name, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of CGCC. All other names, logos, product and service names, designs and slogans on the Site are the trademarks of their respective owners.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the CGCC Web Site, you warrant to CGCC that you will not use the CGCC Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the CGCC Web Site in any manner which could damage, disable, overburden, or impair the CGCC Web Site or interfere with any other party's use and enjoyment of the CGCC Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the CGCC website. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CGCC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. CGCC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CGCC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE



LAW, IN NO EVENT SHALL CGCC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CGCC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF CGCC WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

CONTACT INFORMATION

CGCC welcomes your comments regarding these Terms of Use. Please contact CGCC at contact@cgccusa.org with any questions or comments you may have regarding these Terms of Use.