BHB - BYTE HARBOR COMPANY.

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Terms of Service

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The terms on which MotiLearn is made available. The service and everything it generates are provided on an "as is" basis; please read the disclaimers and the limitation of liability in particular.

1. Agreement to these terms

These Terms of Service ("Terms") form an agreement between you and BHB - Byte Harbor Company., a company registered in Hong Kong ("MotiLearn", "we", "us", "our"), governing your access to and use of the MotiLearn website, applications, content and related services (the "Service"). By creating an account, or by otherwise accessing or using the Service, you agree to these Terms and to our Privacy Policy, which is incorporated into and forms part of these Terms.

We may amend these Terms at any time. The amended Terms take effect when posted on our website unless we state a later date, and we may in addition ask you to accept them again before you continue to use the Service. If you do not accept the current Terms, you must stop using the Service. If any provision is held to be unenforceable, the remainder continues in force, and a failure by us to enforce a provision is not a waiver of it.

2. Eligibility, age and parental responsibility

You may use the Service only if you are able to form a binding contract with us and are not barred from doing so under any applicable law. The Service is not directed to children under 13, or such higher minimum age as the law of your place of residence requires. If you are below that age, you may use the Service only where a parent, guardian or school with authority to do so has accepted these Terms on your behalf and supervises your use.

A parent, guardian or school who accepts these Terms on behalf of a minor does so in their own name as well, agrees to be bound by them, is responsible for that minor's use of the Service and for all content submitted and charges incurred through the account, and agrees to the disclaimers and limitation of liability set out below. We may request confirmation of age or of that consent, and we may suspend or close an account, without liability, where we believe the age or consent requirements are not met.

3. Your account

You must provide accurate registration information and keep it up to date. You are responsible for keeping your credentials confidential and for all activity under your account, whether or not you authorised it. Accounts are personal to you and may not be shared, sold, transferred or made available to others, and access or allowances may not be resold or redistributed.

You must notify us promptly of any unauthorised use of your account. We may refuse to create, and may suspend, restrict or close, any account at our discretion, including where we consider that these Terms have been breached, that the account is being used to abuse allowances or automated systems, or that its continued operation presents a risk to the Service or to others. You may stop using the Service, or delete your account, at any time.

4. Licence to use the Service

Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable and revocable licence to access and use the Service for your own learning or teaching. All rights not expressly granted are reserved to us and to our licensors.

The Service, and all software, text, layouts, designs, graphics, marks, data compilations, exercises, generated material and other content that we make available, are owned by us or by our licensors and are protected by intellectual-property laws. Except to the limited extent that applicable law does not permit such restrictions, you may not copy, modify, distribute, sell, lease, publicly display, create derivative works from, reverse-engineer or attempt to extract the source of any part of the Service, nor use automated means to access, scrape or harvest it.

Some material in the Service is marked on its own page as adapted from a work made available under an open licence, such as Creative Commons Attribution-ShareAlike 4.0 (CC BY-SA 4.0). That material, including any translations and exercises we made from it, may be used under the terms of the licence named on that page, and nothing in these Terms restricts the rights that licence gives you in that material.

5. Your content

You keep whatever rights you already have in the writing, images, documents, messages and other material you submit ("Your Content"). You are solely responsible for Your Content, and you confirm that you hold the rights necessary to submit it and that it does not infringe the rights of any other person or contain another person's personal information without proper authority.

You grant us a worldwide, non-exclusive, royalty-free, sublicensable and transferable licence to host, store, copy, transmit, display, adapt, translate, process and otherwise use Your Content to the extent necessary to operate, provide, secure, support, maintain and improve the Service and the features you use, including transmitting it to the categories of service provider described in our Privacy Policy. That licence continues for as long as we retain Your Content in accordance with that policy. We may remove, or decline to process, any content at our discretion, and we are under no obligation to store or return any content.

6. Acceptable use

You agree to use the Service lawfully and not to misuse it, and you are responsible for everything done through your account. Without limiting anything else in these Terms, you must not do any of the following, and we may act on any conduct we consider to fall within them.

We may, but are not obliged to, monitor, screen, review, moderate or remove content and activity, including by automated means, and we may act on reports we receive. In response to a suspected breach we may take any action we consider appropriate, including removing content, restricting features, suspending or closing accounts and, where we consider it necessary, reporting the matter - in each case without prior notice and without liability to

you.

- Submit or transmit unlawful, infringing, deceptive, harassing, hateful, sexually explicit, violent or otherwise objectionable material.
- Impersonate another person, misrepresent your identity or age, or use another person's account.
- Interfere with, overload, probe, circumvent or attempt to defeat any security, verification, allowance or rate-limiting measure.
- Use automated means, scripts or artificial accounts to access the Service, or resell, redistribute or commercially exploit access to the Service or its output without our written agreement.
- Use the Service to develop, train or benchmark a competing product or model, or to extract its content in bulk.
- Use the Service for academic dishonesty, or in any way that breaches the rules of a school, examination body or employer that apply to you.

7. Automated output and learning results

Parts of the Service generate results automatically, including through third-party artificial-intelligence models. Corrections, scores, bands, grades, comments, explanations, translations, dictionary entries, generated exercises, questions, answers, reading material and similar output are produced by statistical systems and are provided for learning and reference only.

We do not warrant that any output is accurate, complete, current, original, suitable for your purpose or consistent between attempts. Output is not an official assessment or examination result, does not constitute academic, professional, medical, legal, financial or other advice, and is not a substitute for a qualified teacher or adviser. We make no representation or warranty that use of the Service will improve your ability, your marks or any examination result. You are responsible for reviewing output before relying on it, and for complying with the rules of any school, institution or examination body that apply to you.

8. Paid plans, purchases and cancellation

Some features require payment. Prices, plans, allowances, billing periods and included features are those displayed at the time of purchase and may be changed at any time in respect of future purchases and renewal periods. Payments are collected by third-party payment processors or application-store operators, and their terms apply to the transaction. You are responsible for applicable taxes and for any fees charged by your own payment provider.

Unless applicable law requires otherwise, or we state otherwise at the point of sale, payments are non-refundable and access purchased for a period is not refundable in whole or in part - including where you stop using the Service, where an account is suspended or closed for breach of these Terms, or where a feature is changed or withdrawn. We may grant a refund or credit at our discretion, and doing so creates no obligation to do so again. Purchases made through an application store are subject to that store's refund policy, which we do not control. Allowances are personal, may be subject to fair-use and anti-abuse limits, and any unused allowance in a period does not carry forward.

Features that rely on artificial-intelligence models are provided using the model or provider we consider appropriate at the time, and we may change, substitute or route between models without notice, including on the basis of usage. In particular, where a plan describes an allowance as unlimited, the allowance is unlimited in

quantity but may be served by a different model beyond a usage level we set: for example, video subtitle translation on the MAX plan is provided by that plan's premium model for the first 6,000 minutes of video in each 30-day period and by our standard model thereafter. The usage levels, the models currently in use and the periods that apply are those described on the billing page and its usage notes at the time of use.

9. Third-party services and content

The Service integrates with, links to and relies on services, content and material provided by third parties, including hosting and infrastructure providers, model providers, payment processors, application stores, embedded media players and public information sources. Those services and that content are provided under their own terms and are not under our control.

We make no representation or warranty about any third-party service or content, we are not responsible for it, and we are not liable for its availability, accuracy or legality or for any loss arising from it. A reference or a link is not an endorsement. Where a third party changes, restricts or withdraws its service, we may change or withdraw the affected feature accordingly.

10. Availability, changes and termination

We may add, change, limit, suspend, withdraw or discontinue the Service, or any feature, content, plan or allowance, in whole or in part, at any time, with or without notice, and we are under no obligation to maintain any particular feature or level of availability. The Service may also be unavailable or interrupted because of maintenance, faults, third-party outages, security incidents or events outside our reasonable control. We do not commit to any level of uptime, response time or support.

We may terminate or suspend your access to the Service, or close your account, at any time and at our discretion, including where we consider these Terms to have been breached, where the law requires it, or where we cease to offer the Service. On termination your licence ends immediately and we may delete content associated with your account. Provisions that by their nature should survive termination - including those on your content, disclaimers, limitation of liability, indemnity and governing law - continue in force.

11. Disclaimers

The Service, together with all content, features and output, is provided "as is" and "as available", without warranty of any kind. To the fullest extent permitted by law, we disclaim all warranties, conditions, representations and terms, whether express, implied or statutory, including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, non-infringement or quiet enjoyment, and any arising from a course of dealing or usage of trade.

Without limiting the above, we do not warrant that the Service will be uninterrupted, timely, secure or error-free; that defects will be corrected; that the Service or any content is free of harmful components; that any output will be accurate, reliable or suitable; or that any learning, academic or examination outcome will be achieved. Any material obtained through the Service is accessed at your own discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties, so some of these exclusions may not apply to you; in that case our warranties are limited to the minimum extent permitted by law.

12. Limitation of liability and indemnity

To the fullest extent permitted by law, neither we nor our officers, employees, contractors, licensors or service providers will be liable for any indirect, incidental, special, consequential, exemplary or punitive loss, or for any loss of profits, revenue, goodwill, opportunity, data, content or anticipated savings, or for any loss arising from your reliance on any output of the Service, from any academic, examination or professional outcome, or from any interruption, inaccuracy or unavailability - whether or not we were advised of the possibility of such loss, and on any basis of liability.

Our total aggregate liability arising out of or in connection with the Service and these Terms, on any basis, is limited to the total amount you actually paid to us for the Service in the twelve months immediately before the event giving rise to the claim or, where you have paid us nothing in that period, to HK$100. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, or for fraud. You agree to indemnify us and hold us harmless against claims, losses, liabilities and reasonable costs arising from your use of the Service, from Your Content, or from your breach of these Terms, of any law or of any third-party right.

13. Governing law and general

These Terms, and any dispute or claim arising out of or in connection with them, the Service or their subject matter (including non-contractual disputes or claims), are governed by the laws of the Hong Kong Special Administrative Region, and you and we submit to the exclusive jurisdiction of the courts of Hong Kong. To the extent permitted by law, you may not bring a claim as a representative or as a member of a class.

These Terms, together with the Privacy Policy and any terms presented at the point of purchase, form the entire agreement between you and us in relation to the Service. You may not assign or transfer your rights under these Terms; we may assign or transfer ours. A person who is not a party to these Terms has no right to enforce them. Notices to us may be sent to admin@motilearn.org. The English version of these Terms is the controlling version; translations are provided for convenience only.

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