

Disclaimers/Terms and Conditions on the Use of our Services and Website

This version in force since 1 June, 2010

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an agreement between you and www.onetreefengshui.com/www.onetreeconsulting.com [herein known as the Company], and governs your use of our Web Site and its content and the services and goods provided through the Web Site. Each time you use the Web Site you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of this Agreement, "person" includes any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, or you do not have the legal authority to agree to and accept this Agreement, you may not use the Web Site.

2. CHANGES TO THIS AGREEMENT

You may not change, supplement, or amend this Agreement in any manner. The Company may, in its sole discretion, change, and supplement or amend this Agreement as it relates to your future use of the Web Site from time to time, for any reason, and without any notice or liability to you or any other person, by posting a revised Agreement on the Web Site.

3. PERMITTED USERS AND ACCESS

The Web Site may be used only by persons who have reached the age of majority or legal age in their jurisdictions and who can form legally binding contracts under applicable law. The Web Site may not be used by persons in jurisdictions where access to or use of the Web Site or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Web Site is lawful, and you must comply with all applicable laws.

4. MISPRINTS AND ERRORS, PRICES, AND ORDERS

The Company endeavours to provide current and accurate information on the Web Site. Nevertheless, misprints or other errors may occur. Accordingly, the Company reserves the right to change the prices, fees and charges regarding the goods and services available through the Web Site at any time and from time to time without any notice or liability to you or any other person. If you order goods or services for which the price was incorrectly displayed, the Company will provide you with an opportunity to place an order at the correct price.

5. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY

The Company strives to make your use of the Web Site a useful and enjoyable experience. Nevertheless, the Company does not accept any liability for your use of Web Site. For that reason, the following provisions apply to your use of the Web Site:

DISCLAIMER

This Web Site are provided on an 'AS IS' and "AS AVAILABLE" basis, and without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation fitness for a particular purpose, performance or durability, all of which are hereby disclaimed by the Company to the fullest extent permitted by Law.

You and not The Company assume the entire cost of all necessary servicing, repair or correction to any computer or other equipment arising from, connected with, or relating to your use of this web site.

The Company is under no obligation to verify the identity of users of the Web Site.

Through your use of this Website, you may have the opportunity to engage in commercial transactions with other persons. All such transactions are at your own risks. The Company is not a party to any such transactions and disclaims any and all liability regarding such transactions.

Without limiting the generality of the foregoing, the Company makes no representation, warranty or condition that the website will be compatible with your computer and related equipment and software; the web site will be available or will function without interruption or will be free of errors; the information available on or through the web site will be accurate, complete, sequential, or timely; and the Company disclaims any and all liability regarding such matters to the fullest extent permitted by law.

LIABILITY EXCLUSION

The Company WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEB SITE BY YOU OR ANY OTHER PERSON AND NOTWITHSTANDING THAT THE COMPANY MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

LIABILITY LIMITATION

IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY EXCEED US\$10 OR THE AMOUNT YOU PAID TO THE COMPANY FOR THE USE OF WEB SITE'S SERVICES, WHICHEVER IS LESS.

RELEASE

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE EACH OF THE COMPANY AND ALL OF THE RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING IN THE ABSENCE OF NEGLIGENCE ON THEIR PART, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF SECURE-EBOOK OR SECURE-EBOOK'S WEB SITE.

INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE COMPANY AND ALL OF THE RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO, OR CONNECTED WITH YOUR USE OF THE WEB SITE OR YOUR BREACH OF THIS AGREEMENT. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY THE INDEMNIFIED PARTIES IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND.

ADVICE AND INFORMATION PROVIDED BY THE COMPANY OR ITS REPRESENTATIVES, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THIS AGREEMENT, INCLUDING THE ABOVE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY PROVISIONS, AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION.

The exclusion of certain warranties and the limitation of certain liabilities are prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

The disclaimer, liability exclusion, liability limitation, release, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement

6. TERMINATION OF THIS AGREEMENT AND THE WEB SITE

If you breach any provision of this Agreement, you may no longer use the Web Site.

If this Agreement or your permission to use the web site is terminated by you or the Company for any reason, this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of Web Site and your purchases of goods and services through the Web Site and anything connected with, relating to or arising from those matters.

7. OWNERSHIP AND PERMITTED USE OF THE WEB SITE

The Web Site and all information (in text, graphical, video and audio forms), images, icons, software, design, applications and other elements available on or through the Web Site are the property of The Company and are protected by international copyright, trademark, and other laws. Your use of the Web Site does not transfer to you any ownership or other rights in the Company, and the Web Site or its content. You may only use the Web Site in the manner described specifically in this Agreement.

The Web Site is made available to you for your lawful use only. You may access and browse the Web Site using commercially available, SSL-capable Web browser software. You may print or download the pages of the Web Site for your personal use provided that you do not modify any of the Web Site pages or other content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

8. OTHER MATTERS

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will ensure to the benefit of and be binding upon each of The Company and each of their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of the Company, which may be withheld in the Company's sole discretion. The Company may assign this Agreement and its rights and obligations under this agreement without your consent.

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

You and the Company are independent contractors and no agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement or your use of the Web Site.

Any rights not expressly granted by this Agreement are reserved to the Company.

This Agreement is subject to change without notice.