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- (a) In no event will ***The Hong Kong Amateur Dragon Boat Association Limited*** be liable for (i) any incidental, consequential, indirect, special, punitive or exemplary damages of any kind (including but without limitation to damages for loss of profits or revenue, business interruption, loss of programs or information, and the like) arising from the use of or

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#### **4. Indemnification**

You agree to indemnify, defend and hold harmless *The Hong Kong Amateur Dragon Boat Association Limited*, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

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This Agreement may be terminated by either party without notice at any time for any reason. You may terminate this Agreement at any time by discontinuing use of the Site and destroying all materials obtained from the Site and all related documentation and all copies thereof.

#### **6. Miscellaneous**

This Agreement shall all be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region. You agree that any legal action or proceeding arising under this Agreement shall be submitted to the courts of the Hong Kong Special Administrative Region. The failure of *The Hong Kong Amateur Dragon Boat Association Limited* to insist upon or enforce strict performance of any provisions of this Agreement shall not

be construed as a waiver of any provision or right. ***The Hong Kong Amateur Dragon Boat Association Limited*** may assign its rights and duties under this Agreement to any party at any time without notice to you.