

Oriental DreamWorks  
Greenland Centre, 16F  
No. 600 Middle Longhua Road  
Xuhui District, Shanghai



## Terms of Use

Last updated: 11/19/13

### Important

#### Read Carefully

Welcome to Oriental DreamWorks official website (the "Site"). Thank you for visiting and have a great time!

It is important to us that you, and our other visitors, have the best possible time while using the Site and that when you use this Site you are fully aware of your respective legal rights and obligations. For that reason, we have created these Terms of Use as the legally binding terms to govern your use of this Site. Please read these Terms of Use carefully before using the Site, because they affect your legal rights and obligations.

By accessing, browsing, or otherwise using any of the Sites, you agree to be legally bound by the terms and conditions of this Agreement. If you do not agree with any term or condition of this Agreement, do not use the Sites.

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### **Third-Party Services and Content**

The Site may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements and privacy policies that apply to such third-party services and content.

If you access Site using an Apple iOS, Android or Microsoft Windows-powered device, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary to this Agreement. However, these third-party beneficiaries are not a party to this Agreement and are not responsible for the provision or support of the Site. You agree that your access to the Site using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

### **Mobile Networks**

When you access the Site through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Site may be prohibited or restricted by your network provider and not all part of the Site may work with your network provider or device.

### **Required Conduct**

Oriental DreamWorks requires that you hereby agree to follow the following basic rules of conduct when using the Site:

- You will not post, transmit, or otherwise make available, through or in connection with the Site:
  - Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express prior consent of the owner of such right.
  - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or

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- provides instructional information about illegal activities or activities such as “hacking,” “cracking” or “phreaking.”
- Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
  - Any material that could disrupt the normal flow of dialogue with an excessive number of messages to the Site (*e.g.*, a flooding attack), or that could otherwise negatively affect other users' ability to use the Site.
  - Any material non-public information about a company without the proper authorization to do so.
- You will follow the terms and conditions of this Agreement and all applicable laws, rules and regulations, and you will not use any Site for any fraudulent or unlawful purpose;
  - You will only provide truthful and accurate information;
  - You will not interfere with or interrupt, or attempt to interfere with or interrupt, the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
  - You will not impersonate any person or entity, or misrepresent a relationship with any person or entity, including without limitation, misrepresenting a relationship with DreamWorks;
  - You will not use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site;
  - You will not post, transmit, or otherwise make available, through or in connection with the Site or email to oriental DreamWorks any content that contains any viruses, “cancel bots,” “Trojan horses,” “Easter eggs,” “time bombs,” spyware or other harmful code, file or program that is harmful or invasive or that may be or is designed to interrupt, damage, destroy, hijack, limit the operation or functionality of, or monitor the use of, any computer software, hardware or telecommunications equipment;
  - You will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site or the Materials;
  - You will not send, submit or otherwise post any work, idea, creative material, concept or other information on or through the Site;
  - You will not search, mine or link any data or information to or through the Site without the prior written consent of a duly authorized representative of Oriental DreamWorks;
  - You will not forge header information or otherwise manipulate identifiers in electronic communications to disguise the origin of any such communication sent to the Site;
  - You will not modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site or any of the software used to provide the Site;
  - You will not request, obtain, collect, store or modify personally identifiable information about other users or visitors to the Site;
  - You will not restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site);
  - You will not use the Site to advertise or offer to sell or buy any goods or services without DreamWorks’ express prior written consent;

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- You will not frame or mirror any part of the Site without Oriental DreamWorks' express prior written consent;
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Oriental DreamWorks may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

You are solely responsible for any violation of laws, rules or regulations that results from your failure to abide by the terms of this Agreement.

#### **Your Content and Account**

##### **User Generated Content**

The Site may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

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We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through the Site, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

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Some part of the Site permits or requires you to create an account to participate or to secure additional benefits. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. In addition, we may suspend or terminate your account and your ability to use the Site if you engage in, encourage or advocate for illegal conduct, or if you fail to comply with these terms or any supplemental terms.

#### **Passwords and Security**

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving the Site.

The security, integrity and confidentiality of your information are extremely important to us. We have implemented technical, administrative and physical security measures that are designed to protect your information from unauthorized access, disclosure, use and modification.

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#### **Severability**

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

#### **Survival**

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

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#### **Waiver**

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

#### **No Injunctive Relief**

You hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Oriental DreamWorks' or any of its subsidiaries', affiliates', or related entities' production, distribution, license and/or exploitation of any of their motion pictures, television shows, commercials and/or other content; and your exclusive remedy in connection therewith shall be an action for damages.

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#### **Claims of Copyright Infringement**

Notifications of claimed copyright infringement and counter notices must be sent to our designated agent:

Designated Copyright Agent

Lei Liu

Legal and Compliance Department

16F, Greenland Center, No.600 Middle Longhua Road, Shanghai 200032, China

Phone: +8621 33393339

Email: [legal@odw.com.cn](mailto:legal@odw.com.cn)

We will respond expeditiously to claims of copyright infringement that are reported to our Designated Copyright Agent, identified above, in accordance with PRC IP Law or, as applicable, other laws.

#### **Contact Us**

If you have any questions about this Agreement, the Site, or the Materials, please: (1) email Oriental DreamWorks at [IT@odw.com.cn](mailto:IT@odw.com.cn); or (2) write to Oriental DreamWorks (and include your email address) at Oriental DreamWorks at 16F, Greenland Center, No.600 Middle Longhua Road, Shanghai 200032, China, Attention: Oriental DreamWorks Web Contact.