

服務條款 Terms of Service (TOS)

1. 服務 (the Service)

基於活學文教所提供的網路服務的重要性，用戶應同意：

(1) 提供詳盡、準確的個人資料。

(2) 不斷更新註冊 (報名) 資料，符合及時、詳盡、準確的要求。活學文教不公開用戶的姓名、位址、電子郵箱和筆名，除以下情況外：

1) 用戶授權活學文教透露這些資訊。

2) 相應的法律及程式要求活學文教提供用戶的個人資料。如果用戶提供的資料包含有不正確的資訊，活學文教保留結束用戶使用網路服務資格的權利。

Based on the importance of web-content services, the student needs to agree with:

(1) Providing true, accurate, current and complete information about yourself as prompted by the Service's registration form

(2) Maintaining and promptly updating the Registration Data to keep it true, accurate, current and complete. LLCE will not disclose the name, address, e-mail and pseudonym of the student, except for following situations:

1) The student grants this Site the right to reveal the personal information

2) Under the enforcement of law and order to provide the student's personal profile. If you provide any information that is untrue, inaccurate, not current or incomplete, or LLCE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LLCE has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

2. 服務條款的修改和服務修訂 (Modification and Revision of the Service)

活學文教有權在必要時修改服務條款，活學文教服務條款一旦發生變動，將會在重要頁面上提示修改內容。如果用戶繼續享用網路服務，則視為接受服務條款的變動。

LLCE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with a notice on the homepage. Your continued use of LLCE after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

3. 用戶的帳號，密碼和安全性 (User account, Password and Security)

用戶一旦註冊 (報名) 成功，成為活學文教的合法用戶，將得到一個密碼和用戶代碼。用戶將對用戶代碼和密碼安全負全部責任。另外，每個用戶都要對以其用戶代碼進行的所有活動和事件負全責。

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account.

4. 對用戶資訊的存儲和限制 (Data Storage and Confinement)

活學文教不對用戶所發佈資訊的刪除或儲存失敗負責。活學文教有判定用戶的行為是否符合活學文教服務條款的要求和精神的保留權利，如果用戶違背了服務條款的規定，活學文教有中斷對其提供網路服務的權利。

Under no circumstances will LLCE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. The Site holds the right to judge and determine if the student's conduct has obeyed the terms of services, and LLCE has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

5. 用戶管理 (User Conduct)

嚴禁發表、散佈、傳播任何反動、色情及違反國家安全、擾亂社會秩序等有害資訊，用戶需對自己在網上的行為承擔法律責任。用戶若在活學文教上散佈和傳播反動、色情或其他違反國家法律的資訊，活學文教的系統記錄將作為用戶違反法律的證據。

You agree not to use the Service to upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. You understand that all information, data, text, software, music, sound, photographs,

graphics, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not LLCE, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. The log records of LLCE can be regarded and sued as the legal evidence.

6. 網路服務內容的所有權 (Claim of Ownership)

活學文教定義的網路服務內容包括：文字、軟體、聲音、圖片、錄影、圖表、郵件及廣告中的全部內容，活學文教擁有以上內容的完全版權，嚴禁任何個人或單位 在未經活學文教許可的情況下對這些內容進行翻版、複製、轉載、篡改等一切用於商業活動的行為；活學文教用戶帳號只為本網站的個人註冊（報名）用戶本人所專有，嚴禁一個帳號多人使用，如若發現上述情況，活學文教將有權停止其帳號使用，並沒收其非法所得，並根據情節的嚴重程度對其實行相應罰款或述諸法律。

Content provided by LLCE includes text, software, music, sound, photographs, graphics, video, e-mails and full content of advertisements. All Content is subject to intellectual property rights including copyrights and trade marks held or licensed by LLCE. Without our formal permission on written, you are strictly prohibited to reproduce, copy, quote or modify any content for commercial use. Except as expressly provided herein, no license to use or reproduce the Content is given to you and all intellectual property rights therein are expressly reserved. Student's Account is proprietary and it is prohibited for an account holder to share his/her account with anyone other than the account holder. LLCE has the right to terminate the account and seize the illegal profits in the case of an account holder breaking the terms. Penalty and appeal will be applied according to the severity of the case.

7. 開始/結束服務 (Commencement/ Termination of Services)

用戶付費經公司確認後，開通相應的服務使用權（服務使用權是指用戶享受所購買服務的資格）。具體服務內容開通的時間和進度以網站的最新公告或課件更新記錄為準。

The Service commences after LLCE confirms the payment (the Service herein means the online materials you pay for). The content and schedule of the Service will be referred to the LLCE website.

用戶或活學文教可隨時根據實際情況中斷一項或多項網路服務。活學文教不需對任何個人或第三方負責而隨時中斷服務。用戶對後來的條款修改有異議，或對活學文教的服務不滿，可以行使如下權利：

You may terminate your use of the Service or one of the Service immediately at any time and from time to time, for any reason. We may terminate your use of the Service immediately at any time and from time to time, for any reason without any liability for the benefit of any third party. If you disagree with the modification of the Service, or dissatisfy with the Service provided by LLCE, you have the right to:

(1) 停止使用活學文教的網路服務。

Stop the use of the Service.

(2) 通告活學文教停止對該用戶的服務。

Contact LLCE for the termination of Service.

結束用戶服務後，用戶使用網路服務的權利馬上中止。

When LLCE terminates your use of Service, your access to and use of the Service will be terminated simultaneously.

8. 免責條款 (Limitation of Liability)

當網站以鏈結形式推薦其他網站內容時，由於本公司並不控制相關網站和資源，因此訪問者需理解並同意，本公司並不對這些網站或資源的可用性負責，且不保證從這些網站獲取的任何內容、產品、服務或其他材料的真實性、合法性，對於任何因使用或信賴從此類網站或資源上獲取的內容、產品、服務或其他材料而造成（或聲稱造成）的任何直接或間接損失，本公司均不承擔任何責任。

You may find links to other Internet sites or resources on the LLCE website. You acknowledge and agree that LLCE is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, products, service, or other materials on or available from such sites or resources. LLCE will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

由於用戶將個人密碼告知他人或與他人共用註冊帳戶，由此導致的任何個人資料洩露，本網站不負任何責任。

You are entirely responsible for maintaining the confidentiality of your password and account.

Furthermore, you are entirely responsible for any and all activities that occur under your account.

任何由於駭客攻擊、電腦病毒侵入或發作、因政府管制而造成的暫時性關閉等影響網路正常經營的不可抗力而造成的個人資料洩露、丟失、被盜用或被竄改等，本網站均得免責。

LLCE will not be responsible for the leak, loss, embezzlement or deliberate modification of your personal data because of force majeure caused by hacking attack, virus outbreak or governmental restriction which lead to a temporary close-up of internet service.

本網站如因系統維護或升級而需暫停服務時，將事先公告。若因線路及非本公司控制範圍外的硬體故障或其他不可抗力而導致暫停服務，於暫停服務期間造成的一切不便與損失，本網站不負任何責任。

For system maintenance or update, LLCE will post the note in advance. LLCE will not be responsible for the loss or inconvenience caused by a temporary termination of service because of network malfunction, technical fault or other type of force majeure.

本網站使用者因為違反本聲明的規定而觸犯國家法律的，一切後果自己負責，本網站不承擔任何責任。

You will be responsible solely for the after-effects of violating the National law caused by the breach of the TOS, and LLCE will not take any liability.

本聲明未涉及的問題參見國家有關法律法規，當本聲明與國家法律法規衝突時，以國家法律法規為準。

Anything not mentioned in the TOS will refer to the regulations and laws. The regulations and laws will take the prior when the TOS collides with any of them.

9. 解釋權 (Right of Interpretation)

上述所有條款的解釋權歸活學文教(LLCE)所有。

LLCE has the right of interpreting the TOS.