



Terms and Conditions of expats4china.com

Scope of services and Liabilities

- expats4china explicitly dissociates itself from any outside content integrated into the information provided or referenced by hyperlink. expats4china is authorized to block or to change the form and/or content of the received information. expats4china assumes no liability nor warrants the accuracy, scope, timeliness and potential copyright infringement by third parties in the information provided.
- Personal data is to be treated in accordance to applicable data protection and privacy laws of Hong Kong SAR.
- expats4china is not liable for errors nor omissions of users (expats or employers) and will not assume responsibilities to carry any user liabilities nor litigations therefrom.
- expats4china reserves the right to terminate activities of users without giving reasons nor notice, or to refuse usage, at discretion of expats4china.
- Except in the case of gross negligent or deliberate actions by expats4china, the user has no further warranty claims. Liabilities are limited to the expats4china turnover value generated by such user.

Regulations for employer

- For employers, the use of expats4china is free of charge (free search of expats, free introduction with expats).
- expats4china will not present expats to an employer if it can be assumed that the expats would not be interested in such a project (e.g. introductions to professional project brokers / headhunters, requests that do not correspond to the expat profile, ...).
- We like to introduce our expats only to relevant project requests; therefore we will only introduce a maximum of one expat to each project.
- Employers can only request an introduction if they have a genuine project. Employers must inform expats4china within three days if the project no longer exists. Requests of professional project brokers (headhunters) without direct (own) project requirements are prohibited. In the event of such failure by the employer, the employer must donate 150.00 USD to the "Community Chest of Hong Kong".

Regulations for expats

- expats4china will not charge the expat for any registration fee.
- Expats can change or cancel their expat4china-profile at any time for free.
- expats4china charges the expats a fee for each introduction to a potential employer of twice the expat's hourly rate. The fee must be paid independently of the result of the introduction. (According to our experience an average of 2.7 introductions are needed to generate an assignment). In case of an assignment there will be no additional fees / commissions to be charged.
- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest of the employer, the contact must be made even if the project obviously does not fit to the expat's skills or if the expat is currently unavailable. expats4china has to be informed within three days if the other side could not be reached.
- Registered expats who are temporarily unavailable should inform expats4china in advance so that their registration can be suspended temporarily.
- Invoices will be sent to expats via email. If an additional delivery by mail or fax is desired an administration fee of USD 5.00 will be charged.
- expats4china's invoices do not contain VAT and are payable within 14 days of receipt. In case of delay expats4china is entitled to charge a reminder fee of USD 15.00.
- Financial transaction costs for failed transfer or credit card transactions will be borne by the expat.
- In the event of unprofessional conduct of the employer, such as there being no real project, the expat must inform expats4china within 14 days. The corresponding invoice will be canceled and the potential employer may be excluded from further use of expats4china. An expat might accept assignment from an employer whose introduction has previously been canceled. In this case the expat must inform expats4china within 14 days and will be charged a fee of 10% of money paid by this employer for the twelve months after the initial introduction. If turnovers are not reported, the expat has to donate 50% of the money paid by the employer, to the expat, to the "Community Chest of Hong Kong".

General Rules for using the service

- The user is obliged to provide factual and correct information and to arrange for necessary updates as soon as possible.

The user will be deemed to have received emails at the time the email was sent by expats4china. This particularly relates to the proper setting of spam filters, filter rules and the regular retrieval of emails. In case of changed contact information (email address, phone, address, ...), the user must inform expats4china immediately.

- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest both parties, this contact must be made even if the employer does not seem to fit or is currently unavailable. expats4china must be informed if it is not possible to contact the other side within three days.
- Illegal or potential copyright infringing information shall not be incorporated into our service. The user shall bear costs/damages resulting from such activities.
- The user is obliged not to deal with any related information, nor to process it commercially nor pass it on to third parties. Non-compliance results in a claim whose amount is equivalent to the revenue resulting from the infringement.

Legal Relationship between employer and expat

Until the conclusion of a contract between individual employer and expat, the following applies:

- The initial contact between employer and expat is to clarify the scope of the assignment and shall be free of charge to the employer. The initial contact should not exceed the duration of one hour.
- The employer must pay the expat according to the published hourly rate. The expat must inform the employer in advance of the time scale and the resulting costs.
- The expat is bound to charge only the published hourly rate towards the employer.
- The expat shall be reimbursed all expenses in addition to the hourly rate payment. These expenses may include, but are not limited to travel expenses, meal allowances and accommodation costs. Other costs that arise during the project will also be reimbursed according to the actual costs (e.g. telecommunications, tickets). The basic equipment of the expat (with standard computer software, mobile phone) is included in the hourly rate of the expat. The expat must request authorisation from the employer before incurring unanticipated costs.

Final Provision

- Place of jurisdiction is Hong Kong SAR.
- If any provision of this agreement is found to be invalid or unenforceable this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision/s shall be replaced by a provision that approximates the economic value of the invalid or unenforceable provision.

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