

Wincomply Terms of Service

The Website (the “**Platform**”) is developed by Wincomply Investments Limited (“**Wincomply**”, “**we**”, “**us**” or “**our**”).

Products and services referred to on this Platform are offered only in jurisdictions where and when they may be lawfully offered by Wincomply. Any information or services available on the Platform may be withdrawn or amended at any time without notice to you at the sole discretion of Wincomply. The eligibility of any customers for our services is subject to the final decision of Wincomply.

The terms and conditions set out below (“**Terms**” which expression includes any amendments thereto from time to time) are the terms and conditions, and form the basis, on which Wincomply allows you access and use the Platform and purchase products and services from Wincomply.

You can access a copy of these Terms on the Platform.

BEFORE USING THE PLATFORM, YOU SHOULD READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

EACH TIME YOU ACCESS OR USE THE PLATFORM, YOU AGREE TO THESE TERMS, WHICH WILL BE BINDING ON YOU.

1 DEFINITIONS

1.1 In these Terms:

“**Additional Terms**” means any additional terms and conditions which your access or use of the Platform and our Services may be subject to, which includes any terms and conditions of Wincomply or any third party service provider specific to particular features of the Platform or any Services purchased by you, our Privacy Policy Statement, our Personal Information Collection Statement and such other applicable terms and conditions as prescribed by us from time to time;

“**Applicable Laws**” means any law, regulation or court order, or any rule, direction, guideline, code, notice, requirement, request, sanctions regime or restriction (whether or not having the force of law) issued by any Authority, any agreement between you or us (as the case may be) and an Authority or any agreement or treaty between Authorities, whether in or outside of Hong Kong, which we or you are subject to, or expected to comply with, from time to time;

“**Authority**” means any:

- (a) local or foreign legal, judicial, governmental, administrative, public or regulatory body;
- (b) government;
- (c) local or foreign tax, revenue or monetary authorities;
- (d) securities or futures exchange, court, clearing or settlement bank, central bank or law enforcement body; or
- (e) self-regulatory, professional or industry bodies or associations,

with jurisdiction over you or us (as the case may be);

“**Electronic Device**” includes computer equipment, mobile devices, and other electronic equipment and devices used to access the Platform;

“Fees” means the fees referred to in clause 11 of these Terms;

“Group” means us, our holding company and subsidiaries, associated entities and affiliates of us and our holding company, and a **“member”** of the Group shall be construed accordingly; and

“Services” means products and services made available or to be made available by us from time to time.

- 1.2 Titles are for convenience only and do not affect the interpretation of these Terms.
- 1.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.
- 1.4 “Writing” includes email, fax transmission or other electronic means of communication legibly received and “written” has the corresponding meaning.
- 1.5 The words “include”, “including” or any variation thereof are not words of limitation and shall be deemed to be followed by the words “without limitation”.

2 APPLICATION OF THESE TERMS

- 2.1 These Terms apply to your use of the Platform and any Services purchased by you.
- 2.2 We may change any of these Terms at any time by notifying you of such change when you access the Platform or through such other means as we consider to be appropriate. For example, new or amended terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Platform or to purchase our Services. Alternatively, by continuing to access the Platform after the change, you will be deemed to have accepted the new or amended Terms.

3 ACCESS TO AND USE OF THE PLATFORM AND OUR SERVICES

- 3.1 Subject always to your continuing compliance with these Terms, any Additional Terms and payment of the relevant Fees, you shall have a non-exclusive, non-sublicensable, non-assignable and non-transferable licence to use the Platform insofar as owned by or licensed through us and to purchase our Services through the Platform on any compatible Electronic Device owned, and only for your internal business purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved by Wincomply.
- 3.2 The Platform can be accessed on an Electronic Device running on an operating system supported and specified by us from time to time.
- 3.3 You acknowledge that you are responsible for ensuring that your Electronic Device meets the minimum requirements prescribed by us. Failure to do so may result in the Platform malfunctioning or that not all of our Services or features of the Platform can be utilised. We will not be responsible for your failure to access or use the Platform if your Electronic Device does not satisfy the minimum requirements.
- 3.4 You may be required to register as a user in the manner specified by us from time to time in order to access all or certain parts of the Platform or to purchase our Services. In connection with your use of the Platform, any account on the Platform created for you and our Services:
 - (a) you shall provide true, accurate, current and complete data and information about yourself and maintain and promptly update such data and information to keep it true, accurate, current and complete;
 - (b) you shall not provide, distribute or share, or enable the provision, distribution or

sharing of, your log-in credentials (or any data from the Platform associated therewith) or any Services with any third party;

- (c) we shall be entitled to treat all interactions with the Platform to have been carried out by you without further inquiry or investigation; and
- (d) if you believe or suspect that the security of your account information has been compromised, you shall notify Wincomply immediately.

3.5 Your use of the Platform and our Services may be subject to the Additional Terms. You must read the Additional Terms carefully. By accessing or using the Platform or purchasing our Services, you agree to be bound by the Additional Terms to the extent applicable.

3.6 Certain functions of our Platform and aspects of our Services may be delivered or provided with the benefit and use of third party licences as we may notify you of, in which case your access of the Platform or our Services is governed by the terms of such third party licences to the extent only of any inconsistency between these Terms and those terms.

3.7 You undertake not to (and shall not, knowingly or otherwise, authorise, allow, permit or assist any third party to):

- (a) reproduce, transfer, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platform, use of the Platform, or access to the Platform;
- (b) modify or adapt the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other application, programs or other platforms created by you or any third party;
- (c) decompile, reverse engineer or otherwise attempt to discover the source code of the Platform or any components thereof;
- (d) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Platform;
- (e) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or in contravention of any applicable law, including infringement of our intellectual property rights or those of any third party in relation to the Platform;
- (f) use the Platform in a way that could damage, disable, impair or compromise the Platform (or the systems or security of the Platform or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Wincomply or any other member of the Group;
- (g) use any automated process or service to access and/or use the Platform;
- (h) provide, distribute or share, or enable the provision, distribution or sharing of, the Platform (or any data associated therewith) with any third party;
- (i) reproduce, adapt, republish, translate, publish, display, communicate, hyperlink, post, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit the whole or any part of the Platform in any manner or by any means or stored in an information retrieval system except to the extent permitted and with our prior written permission and/or that of the relevant rights owner;
- (j) reproduce, display or otherwise provide access to the Platform on another website or server, for example through framing mirroring, linking, spidering,

scraping or any other technological means (including any technology available in the future), without our prior written permission; or

- (k) transmit or introduce any viruses, corrupted files, harmful elements, or any materials during the course of your use of the Platform that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) promotes unlawful violence; or (iv) is otherwise illegal or causes damage or injury to any person or property.

- 3.8 If the Platform is not available for any reason whatsoever (whether or not within our control), you shall have no claim whatsoever against the Group.

4 PLATFORM MODIFICATIONS, UPDATES AND USE OF COOKIES

- 4.1 We may, from time to time and in our sole discretion, add to, remove or modify any aspect of the Platform, including any information or materials or Services on the Platform.

- 4.2 When you use the Platform, you will be providing us with or we may obtain from you various information including personal information ("**your information**"). You grant each member of the Group a perpetual, irrevocable, royalty-free license throughout the world to (whether in whole or in part, and for any purpose) use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display any of your information for any of the following purposes: (i) identifying and verifying your information, and conducting client due diligence, anti-money laundering detection, fraud detection and transaction monitoring procedures on you; (ii) designing, maintaining, supporting and enhancing our Services; (iii) conducting analysis, research and profiling to better understand your needs, preferences, interests, experiences and habits; and (iv) compiling statistical reports and diagnosing issues with the Platform to improve, amongst other things, the presentation, quality, stability or usability of the Platform.

- 4.3 We use cookies and other technologies to facilitate your access to and use of the Platform and our Services and to improve your experience of the Platform. Some of your information will be gathered through the use of "cookies" which are small pieces of information that are automatically stored in the web browser of your Electronic Device, and which can be retrieved by the Platform. The use of cookies, tags, web logs, remote scanning technologies, DoubleClick, social media tracking tools, other similar tracking tools, IP addresses, browser configuration, language settings, geo-locations, operating systems, previous sites visited and times/duration of the visits (collectively, "**Cookies**") used by the Platform are for remembering information about your preferences on particular websites, providing personalized content and information to you, providing and monitoring the effectiveness of the Platform, monitoring aggregate metrics (such as total number of visitors, traffic, and demographic patterns), diagnosing or fixing any problems with the Platform, enhancing security, fraud prevention and the possible restriction of access to the Platform for security concerns. Where permitted by your browser or Electronic Device settings, we may use the Cookies to determine the type of content most likely to appeal to you and display them when you access the Platform.

- 4.4 The information collected by Cookies is aggregated research data, which contains anonymous personalized setting information such as language preference, behaviour and usage patterns. No personal data (such as your name, address or any information that will enable someone to identify and contact you) is stored in Cookies. If you do not wish to be tracked by Cookies, you can change the settings in your browser or Electronic Device by disabling Cookies. However, by doing so, some features of the Platform may not function properly or function less effectively.

- 4.5 If you accept Cookies on your browser or Electronic Device, you agree that we may collect, transmit, store and use technical, location, and other information, including but not limited to technical information about your Electronic Device such as IP address and/or device ID,

system and application software and information regarding your location for the purposes described above.

- 4.6 We may also use Cookies to track your response to our online advertisements and to measure the success of our marketing campaigns.
- 4.7 The Platform may also use digital certificates. You are solely responsible for deciding whether or not to rely on such circumstances and your reliance on any digital certificates at your sole risk.
- 4.8 We may also work with third parties which use applications including Google, DoubleClick, Facebook, etc. to research certain usage and activities on the Platform on Wincomply's behalf. The information collected through technologies such as tracking tags and Cookies, etc. are used to find out more about Wincomply's visitors and users, including the number of visitors, their behaviour and usage patterns to enable more accurate reporting and to improve the effectiveness of Wincomply's marketing. The information recorded using these applications are aggregated and no personal identifiable information about you is collected or shared by Google, DoubleClick or Facebook with Wincomply as a result of such research. Also, no customer personal data is stored through these technologies.
- 4.9 To find out more about the information-gathering practices and opt-out procedures of cookies for Google, DoubleClick and Facebook, please visit Google's and DoubleClick's website at <https://policies.google.com/privacy> and Facebook's websites at <https://www.facebook.com/about/privacy/> and <https://www.facebook.com/policies/cookies>.

5 YOUR RESPONSIBILITIES

5.1 Except as expressly set out in these Terms, you agree:

- (a) to comply with all Applicable Laws that govern your download (if applicable), access and use of the Platform;
- (b) to set up and maintain your own Electronic Device and other facilities for accessing and using the Platform;
- (c) not to, and you shall not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with the Platform or any systems or software operated by or on our behalf or otherwise operated in connection with the Platform, or assist or permit anyone else to do so;
- (d) not to remove or tamper with any copyright notice attached to or contained within the Platform. As between you and us, all ownership in the Platform remains with Wincomply or the relevant third-party vendor(s) with whom we work to provide the Platform;
- (e) not to use the Platform in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or any applicable Additional Terms, or act fraudulently or maliciously, for example, by hacking into the Platform or any operating system;
- (f) to use the appropriate equipment, software or Electronic Device, and have access to appropriate network connectivity in order to access the Platform;
- (g) not to infringe our intellectual property rights or those of any third-party in relation to your use of the Platform, nor do or omit to do any act which would cause us to be in breach of our obligations to any third party;
- (h) not to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;

- (i) not to access without authority, interfere with, manipulate, damage or disrupt:
 - (i) any part of the Platform;
 - (ii) any Electronic Device or network on which the Platform is stored or accessed;
 - (iii) any software used in the provision of the Platform; or
 - (iv) any device or network or software owned or used by any third party; and
- (j) to pay all Fees when due and payable.

6 COMMUNICATION

We may communicate with you by posting notices on the Platform or to your account or email, or in such other ways as we may specify from time to time on the Platform.

7 CONTENT AND THIRD-PARTY SERVICE PROVIDERS

7.1 We are primarily responsible for the technical operation of the Platform.

7.2 The Platform may provide a range of information, advertisements, statements, reports and other information that may or may not have been customized for use by you. You acknowledge that:

- (a) such information may have been prepared, compiled or produced by us or a third party;
- (b) such information has not been investigated, verified, monitored or endorsed by us, and no member of the Group shall be liable for, or makes any representation or warranty in relation to, such information, express or implied, to the fullest extent permitted by law;
- (c) such information is provided on an "as is" and "as available" basis, and we shall not be liable for and do not make any representation or warranty, express or implied, as to the accuracy, reliability, timeliness, completeness or correct sequencing of such information and the Group will not bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the information is provided by us or a third party;
- (d) unless otherwise stated, such information does not, is not intended to constitute, and shall not be deemed to constitute, an offer, solicitation or recommendation to any person of our Services; and
- (e) prior to relying or acting on any information, you must read and fully understand its content and its associated risks, and seek independent legal, financial, tax or professional advice where necessary.

7.3 Services available on the Platform are available only at the discretion of Wincomply, subject to any Additional Terms or any separate terms and conditions on which they are offered, and such Services may be withdrawn or amended at any time without notice. Any information available on the Platform or otherwise made available to you is for reference only and is not binding.

7.4 Services that we may make available on the Platform from time to time may be provided by or in collaboration with third-party service providers. You agree and accept that:

- (a) where our Services and their contents are provided by a third-party service provider, you shall also be subject to that service provider's terms and conditions if you purchase or use our Services;
- (b) while we will take reasonable steps when selecting a service provider, no assurance or guarantee can be given and no warranty or representation is made, express or implied, in respect of, and we shall not be liable for, the service provider or its suitability, reliability or performance or the content, accuracy, completeness or otherwise of its service;
- (c) under no circumstances will Wincomply or any other member of the Group be liable for any damage, whether direct or indirect, incidental or subsequent arising out of the use of and/or from the suspension, disruption or other non-availability of our Services, or for any errors or omissions or other problems relating thereto;
- (d) to enable you to use our Services, you may need to provide your information to Wincomply when requested and we may need to transfer some or all of your information to our service providers or other third parties (please refer to clause 14 (*Privacy Policy and Data Collection*) for further details). In addition, Wincomply will communicate with such service providers or other third parties on your behalf;
- (e) it is your sole responsibility to decide if our Services are suitable, whether to purchase such Services, and whether to accept the terms and conditions and personal data policies (if any) of Wincomply, any service providers or other third parties; and
- (f) there are no guarantees as to the timeliness, sequence, accuracy or completeness of any data or other information provided by any service providers or third parties, Wincomply or any other member of the Group and none of the foregoing shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information whether or not due to any negligent act of any such party, or to any other cause beyond the control of any such party.

8 THIRD-PARTY WEBSITES AND SOFTWARE

- 8.1 The Platform may provide hyperlinks to third-party websites/software which may or may not be affiliated with, or related to, Wincomply or any other member of the Group. They have been included on the Platform to enhance your user experience.
- 8.2 Your use of such websites/software is wholly at your own risk. We have no control over third party websites/software and we are not in any way responsible for the content of any such websites/software. You acknowledge and agree that the content, accuracy or opinions provided by such third-party websites/software have not been examined, verified, endorsed or approved by us and that we do not give any assurance or guarantee and make no warranty or representation as to the availability or the continued availability, timeliness, suitability, correctness, reliability or completeness of any content in these third-party websites/software. Though we may provide hyperlinks to external websites/software, we do not and shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the content, including any services, software or products they provide, or to have any form of cooperation with such third parties, unless otherwise expressly stated by us.
- 8.3 Third party websites/software usually have their own terms and conditions. Before accessing these third-party websites/software, you must review the terms and conditions, privacy and cookie policies of these websites/software to understand how your use of these websites/software may affect you. Unless otherwise expressly stated by us, we are not a

party to and have no control over any contractual arrangements entered into between you and the provider of the third-party websites/software.

- 8.4 We make no representations or warranties as to the accuracy, functionality or performance of any third-party software used in connection with the Platform, our Services or the compatibility of any particular Electronic Device with the Platform. We are not responsible for any third-party software that may be used in connection with the Platform.
- 8.5 You acknowledge that the use of any third-party websites/software may be subject to a separate licence agreement with a third-party, and your failure to observe the terms of such licence agreement may result in an infringement of their intellectual property rights. You are solely responsible for ensuring that your Electronic Device meets the system requirements specified by such third-party.
- 8.6 We do not warrant that the third party websites/software will meet your requirements or that the same will not cause you any loss of any kind, and you agree that Wincomply and each other member of the Group shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.
- 8.7 You acknowledge and agree that your access to and/or use of third party websites/software is entirely at your own risk.

9 UPLOADING INFORMATION

- 9.1 You may or may be required to upload your data and information and other materials ("**Uploaded Content**") through the Platform to establish your account, access and use certain functions of the Platform and to and communicate with us in respect of, inter alia, our Services.
- 9.2 We do not, unless expressly stated otherwise, monitor or exercise editorial control over, the Uploaded Content. However, we reserve the right to do so. Notwithstanding the foregoing, we may, from time to time in our sole discretion, remove or disable access to any Uploaded Content without giving you any reason or any notice.
- 9.3 In respect of all Uploaded Content, you represent and warrant and shall ensure that all of your Uploaded Content will at all times:
- (a) belong to you and no other person or you have the written authority of the owner of the Uploaded Content to upload it to the Platform;
 - (b) is genuine or a true and complete copy of the original;
 - (c) not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable;
 - (d) not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam";
 - (e) not contain content or statements contrary to public interest, public morality, public order, public security, national harmony, or otherwise be prohibited by applicable laws or regulations;
 - (f) not require any further consent, licences or rights from any third party and may be used by Wincomply in the manner contemplated under these Terms including but not limited to our Privacy Policy Statement and Personal Information Collection Statement referred to in clause 14 (*Privacy Policy and Data Collection*); and
 - (g) not expose Wincomply or any other member of the Group to any claims or

proceedings (civil or criminal) in any part of the world.

9.4 Wincomply shall be entitled to treat all Uploaded Content as true, accurate and complete without further inquiry or investigation.

9.5 You must not transmit any content through the Platform that:

- (a) is unlawful, defamatory or in contempt of any legal or other proceedings;
- (b) is untrue, misleading or deceptive;
- (c) incites hatred or discrimination against any group of persons including any group defined by reference to colour, race, sex, origin, nationality, ethnic or national origins or gender;
- (d) denounces any religious or political beliefs;
- (e) includes religious or political materials which is or is likely to be offensive;
- (f) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
- (g) is of a menacing character;
- (h) is likely to encourage crime, public disorder, violence or hatred;
- (i) is likely to damage public health, safety or morals;
- (j) infringes any copyright, trademark, patent or other intellectual property right of another person;
- (k) contains any unsolicited or unauthorized advertising or promotional materials;
- (l) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any software or hardware (including the Platform); or
- (m) impersonates any person or misrepresents your relationship with any person.

Wincomply does not endorse, or assume any responsibility if you commit, any such actions. Wincomply reserves all rights to protect its legal position if you commit any of the above actions.

10 SECURITY

10.1 To access certain or all of the features of the Platform or our Services, you may need to login.

10.2 It is your sole responsibility to monitor and regularly review the adequacy of your Electronic Device for accessing and using the Platform, and security arrangements (including login details) protecting your Electronic Device from unauthorised access or use.

10.3 You must:

- (a) not use public or shared devices or public Wi-Fi to access the Platform or our Services;
- (b) not access the Platform with an Electronic Device that has been (i) infected with malware; (ii) tampered with to the extent that such tampering may cause or increase the chance of information being stolen from or malware being downloaded to the Electronic Device; or (iii) modified outside the Electronic Device

or operating system's vendor supported or warranted configurations. This includes any Electronic Device that has been pirated, "jail-broken" or "rooted". A jail-broken or rooted device means one that has been freed from the limitations imposed on it by the manufacturer or seller without their approval;

- (c) install the appropriate anti-virus, personal firewall software and other security software to protect the Electronic Device that you use to access the Platform or our Services; and
- (d) comply with and execute any security measures that we may from time to time impose or advise.

10.4 We endeavor to ensure the security of your data transmitted via the Platform through the use of encryption technologies. However, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any messages or information you send through the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

10.5 Your use of and access to the Platform and our Services utilizes the internet. Wincomply and the Group do not and cannot control the flow of data to or from Wincomply's or the Group's network and other portions of the internet. Such flow depends also on the performance of internet services provided or controlled by third parties. Actions or inactions of these third parties can impair or disrupt your connections to the Platform or the internet (or portions thereof) or our Services. Wincomply and each other member of the Group disclaim any and all liabilities resulting from or related to such events and in no event shall Wincomply or any other member of the Group be liable for any damages (whether in contract or otherwise) that are attributable to the internet infrastructure, your ability to connect to the internet or Wincomply's or any other member of the Group's ability to connect to the internet.

11 FEES

11.1 We may charge you fees and charges ("**Fees**") as prescribed by us from time to time for using certain functionalities and features on the Platform and our Services.

11.2 All Fees shall be paid in advance.

11.3 You shall bear all taxes and other duties payable in connection with all Fees payable.

11.4 Payments of applicable Fees shall be made by you through any of the accepted payment methods permitted on the Platform to an account designated by Wincomply.

12 TECHNOLOGY-RELATED DISCLAIMER

12.1 Your use of the Platform is wholly at your own risk. The Platform is provided on an "as is" and "as available" basis with no representation, guarantee or agreement of any kind, whether expressed or implied, as to non-infringement, security, accuracy, merchantability, freedom from viruses, fitness for a particular purpose or otherwise. Wincomply and each other member of the Group excludes all representations and warranties to the fullest extent permissible under Applicable Laws.

12.2 While we make reasonable efforts to provide our Services to you through the Platform, you acknowledge that the internet is complex and rapidly advancing. Accordingly, while we are committed to developing our technological capabilities:

- (a) the Platform and our Services may not meet all of your requirements or expectations;
- (b) access to the Platform may be subject to interruptions, failures of hardware or

software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, system failure or upgrades or maintenance or for other reasons;

- (c) features of the Platform may from time to time be varied;
 - (d) to help reduce any of these risks, we may set (and from time-to-time revise) limitations on our Services, the Platform and user parameters; and
 - (e) use of our Services through the Platform may be restricted by the type, specification and/or configuration of your Electronic Device.
- 12.3 Communications via the internet and the Platform may be affected by factors beyond our control, including a breakdown or failure of communication facilities, inherent technological deficiencies, network traffic congestion or any blockage or interruption, delay, corruption (including software and data) or interception of such communication. You agree that the aforementioned factors (including those stated in clause 12.2 above) and other events beyond our control may result in failure or delay in all or any part of the Platform or our Services.
- 12.4 We will not be liable to you for any incompleteness, suspension, failure, interruption, malfunction or delay in the Platform or our Services.
- 12.5 We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your Electronic Device. We are not responsible for any losses or damages that you may suffer as a result of this. You are solely responsible for ensuring adequate protection and back-up of the Electronic Device and/or any data within such device, taking reasonable and appropriate precautions against viruses or other destructive properties and for preventing the transmission of any viruses to your Electronic Device.

13 INDEMNITY AND EXCLUSION OF LIABILITY OF THE GROUP

- 13.1 You shall indemnify and hold harmless Wincomply and each other member of the Group and the officers, employees and agents of Wincomply and each other member of the Group and any other persons appointed by Wincomply or any other member of the Group (collectively, the **"Indemnified Parties"**) for dealing with or against any claims, suits, actions, proceedings, demands, losses, damages, obligations and/or liabilities which any of them may incur or suffer (whether or not foreseeable), and all costs and expenses of reasonable amounts and reasonably incurred by any of them (including all legal costs and expenses, whether those of the Group's internal legal advisors or those resulting from the appointment of external legal counsel) as a result of or in connection with:
- (a) your failure to comply with these Terms or any Additional Terms;
 - (b) your fraudulent or negligent usage of the Platform or the Services;
 - (c) your failure to comply with the terms of any separate agreement which apply to your use of the Platform or the Services;
 - (d) any action taken by us either as part of our investigation of any suspected breach of these Terms or any Additional Terms;
 - (e) your breach of any rights of any other person; or
 - (f) your use, download, presence of, suspension, disruption and/or other non-availability of any content, website, software or services provided by a third party.

You shall cooperate as reasonably required in our defence of any such claims, suits,

actions, proceedings, demands. Wincomply shall have the right to assume the exclusive defence and control of claims, suits, actions, proceedings or demands subject to indemnification by you.

- 13.2 The indemnity in clause 13.1 shall continue notwithstanding the termination of your account.
- 13.3 The indemnity in clause 13.1 shall not apply if it is finally and judicially determined (such determination being no longer subject to any appeal) that any claims, suits, actions, proceedings, losses, damages, obligations, liabilities or amounts set out in clause 13.1 was directly caused by and was reasonably foreseeable that it would arise directly and solely from the fraud, gross negligence or wilful default of an Indemnified Party.
- 13.4 Our liability to you in respect of any Services purchased by you is limited to the amount of the Fees paid by you in respect of such Services. Subject as aforesaid, to the maximum extent permitted under Applicable Laws, Wincomply shall have no further liability for any claims, suits, actions, proceedings, losses, damages, obligations or liabilities suffered or incurred by you or any other person in respect of (a) loss of revenue, profits or opportunity; (b) loss of anticipated savings; (c) damage to reputation or goodwill; and (d) any direct, indirect loss or other special, consequential, punitive or exemplary loss or damages arising out of or in connection with your use of the Platform or our Services, whether characterized in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if we have been advised of the possibility of or could have foreseen any of such losses or damages. In no circumstances will any other member of the Group be liable to you in respect of your use of the Platform or any Services that Wincomply provides to you.

14 PRIVACY POLICY AND DATA COLLECTION

- 14.1 When you access or use the Platform, register for or an account and/or purchase our Services through the Platform, we will collect and store your information, which will be used for various purposes. Please refer to our Privacy Policy Statement which can be accessed at <https://www.wincomply.com> and the relevant Personal Information Collection Statement which can be accessed at <https://www.wincomply.com>, as revised from time to time, for further details. You agree and consent to Wincomply collecting, using and disclosing and sharing your information including personal data and disclosing such information and personal data in accordance with the terms of our Privacy Policy Statement and Personal Information Collection Statement, the terms of which are also incorporated into these Terms by reference and apply to your use of the Platform or any Services.
- 14.2 If you provide the personal data of any third parties (including any of your employees), you warrant and represent that the said third parties have also consented to you supplying such personal data to us and the terms of our Privacy Policy Statement and Personal Information Collection Statement, and to the collection, use and disclosure of their personal data in accordance with our Privacy Policy Statement and Personal Information Collection Statement.
- 14.3 Unless otherwise agreed by us in writing or required by Applicable Laws, you agree that we do not owe a duty of confidentiality towards you in respect of any information or materials that you may submit to us or transmit through the Platform.

15 INTELLECTUAL PROPERTY RIGHTS AND INFORMATION OWNERSHIP

- 15.1 You acknowledge that no right, title or interest other than the right to access the Platform in accordance with and on the basis of these Terms is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.
- 15.2 All content and information displayed on the Platform, including text, software, scripts, code, designs, graphics, photos, sounds, videos, applications, interactive features, trademarks, service marks, copyright, trade names and logos, is subject to copyright, trademark and

other proprietary rights and laws. It is owned by, controlled by or licensed to us, another member of the Group and/or other relevant third parties.

15.3 You acknowledge that you have no right to access the Platform in source-code form and that you have no rights in the Platform other than the right to use it in accordance with these Terms. You shall not make any use of any content on the Platform without our prior written consent.

15.4 Except where we otherwise expressly agree in writing, you must not, and must not assist or permit any other person to, tamper with, modify, decompile, reproduce, copy, distribute, use or create derivative works or in any other way for commercial or public purposes, reverse engineer or otherwise alter in any way, or attempt to gain unauthorised access to, any part of the Platform. You undertake to notify us immediately upon becoming aware of any person doing any of the foregoing.

16 SERVICE AVAILABILITY AND TERMINATION

16.1 We reserve the right to, at any time and from time to time without giving notice or reason, vary, change, update, restrict, suspend, disable, withdraw or terminate (a) the availability or any feature or functionality of the Platform or our Services; or (b) your access in respect of all or any parts of the Platform including access to and use of your account.

16.2 Without prejudice to the generality of clause 16.1 and without liability to or prejudice to our other rights against you, we shall have the right to take any of the actions specified in clause 16.1 in the event you do not pay any Fees that are due and payable or you breach any of these Terms or any Additional Terms.

16.3 Wincomply will not, and no other member of the Group will, assume any liabilities or responsibilities for any variation, change, update, restriction, suspension, withdrawal or termination of our Services, the Platform or any of its features or functionalities.

16.4 In the event of suspension or termination of your account:

- (a) Wincomply is entitled to take such action in respect of your account including blocking your access to or deleting your account;
- (b) all rights and licenses granted to you hereunder shall immediately cease; and
- (c) you shall remain liable for payment of all Fees.

17 FORCE MAJEURE

Save as is otherwise specifically provided in these Terms, we shall not be liable for failures or delays in performing our obligations hereunder arising from any cause beyond Wincomply's reasonable control, including without limitation, any breakdown or malfunction of hardware, software, networks or systems used in connection with the Platform, acts of God, outbreak of hostilities, civil disturbance, acts of civil or military authority, fires, strikes, lockouts or labour disputes or industrial action of any kind, epidemics, governmental restrictions, wars, terrorist acts, riots, explosions, fire, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems, and in the event of any such delay, the time for our performance shall be extended for a period equal to the time lost by reason of the delay and any additional recovery time required by us.

18 PUBLICITY

You hereby grant to Wincomply a non-exclusive, perpetual, sublicensable, royalty-free licence to Wincomply to use, display and reproduce your trade name(s), corporate mark(s) and logo(s) to identify you as a customer of Wincomply in connection with corporate publicity or marketing purposes.

19 GENERAL

- 19.1 We may assign and transfer our rights and obligations under these Terms or any Additional Terms to any person, but this will not affect your rights or our obligations under these Terms or any Additional Terms.
- 19.2 You may not assign or transfer your rights or obligations under these Terms or any Additional Terms to another person.
- 19.3 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, any Additional Terms or any document expressly referred to in them.
- 19.4 If we fail to insist that you perform any of your obligations under these Terms or any Additional Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any subsequent default by you.
- 19.5 Each of the conditions of these Terms or any Additional Terms is severable and distinct from the others and, if at any time one or more of the provisions of such terms is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the legality, validity and enforceability of the remaining provisions shall not be affected in any way.
- 19.6 Except as expressly set out in these Terms or any Additional Terms, no person other than you, Wincomply and other members of the Group shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of these Terms or Additional Terms. Wincomply may, by notice to you, amend, vary, waive, terminate or rescind these Terms or any Additional Terms at any time and in any way without your consent or the consent of any other person.
- 19.7 In the event of any conflict or discrepancy between the English version and Chinese version of these Terms or Additional Terms, the English version shall prevail.

20 GOVERNING LAW AND JURISDICTION

- 20.1 These Terms and Additional Terms shall be governed by and interpreted in accordance with the laws of Hong Kong.
- 20.2 For our benefit, and subject to clause 20.3, you irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Terms or any Additional Terms, including any question regarding its existence, validity, formation or termination. For these purposes, you irrevocably submit to the jurisdiction of the Hong Kong courts.
- 20.3 Nothing in this Clause 20 shall limit our right to bring proceedings, including third-party proceedings, against you in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by Applicable Laws.

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