

HGC MARKETPLACE GENERAL TERMS OF SERVICE

Last Modified: 3 July, 2019

THESE GENERAL TERMS OF SERVICE (the "**Agreement**") are entered into effective as of the date on which You accept this Agreement (the "**Effective Date**"), by and between HGC Global Communications Limited ("HGC", "We" or "Us"), and you and/or the entity you represent as signed below ("**You**", "**Your**"). HGC and You may be individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

This Agreement includes the terms and conditions surrounding Your use of HGC's Cloud Marketplace website, currently located at URL: hgcmarketplace.com (the "**Site**"), including any use or ordering of the products and services purchased or accessed through the Site (the "**Platform Services**" or "**Services**"). You must register as a member on the Site in order to access and use the Platform Services. Platform Services include any software contained within or used in connection with the Services. BY USING THE SITE, INCLUDING ORDERING, RESELLING, OR USING ANY OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BE LEGALLY BOUND BY THIS AGREEMENT AND TO LEGALLY BIND YOUR COMPANY TO THIS AGREEMENT. THE TERMS "YOU" AND "YOUR" SHALL REFER TO YOUR COMPANY AND TO YOU IN CONNECTION WITH YOUR USE AS A USER ON BEHALF OF YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, NEITHER YOU NOR YOUR COMPANY MAY USE THE SITE OR ANY SERVICE.

BY USING THE SITE INCLUDING ORDERING, RESELLING, OR USING ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND INTEND TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN, AS WELL AS THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THE POLICIES POSTED ON THE SITE (THE "HGC POLICIES"), JUST AS IF YOU HAD SIGNED THIS AGREEMENT. If You do not accept this Agreement or the HGC Policies, You are not licensed or otherwise permitted to use the Services, and You may not use the Site.

These terms are in addition to any terms and conditions that apply to particular Services or the Site, including any other HGC or Third Party Vendor Service Level Agreements, terms of service and use agreements and other policies such as the Acceptable Use Policy ("**AUP**"), that are incorporated by reference in this Agreement and available online on our web site <https://www.hgcbiz.com/en/terms-and-conditions> or on the applicable Third Party Vendor site.

HGC may at any time modify the terms and conditions of this Agreement, or any part thereof, or may impose new conditions to use of the Services. Except as otherwise stated herein, any modification to this Agreement shall be effective immediately after it initially is posted on the Site. Use of the Service after any such modification will be conclusively deemed acceptance of such modification. If any modification is unacceptable, You may terminate this Agreement, subject to the terms and conditions contained herein. The Agreement may not otherwise be amended except in a writing signed by You and by a representative of HGC.

For clarity, You agree that the terms of use for any Third Party Services shall exclusively be as set forth by the applicable Third Party Vendor. While HGC may facilitate resolution of disputes between You and Third Party Vendors, You agree that HGC is not responsible for Services provided by Third Party Vendors.

If HGC determines, in its sole and absolute discretion, that You may have violated this Agreement, HGC may in its discretion temporarily or permanently prevent You from using the Site and Services, cancel the Services without a refund and, if appropriate, pursue legal action against you. In addition, You may be subject to civil or criminal penalties and/or injunctive relief.

1. DEFINITIONS

"Account Administrator" means the individual identified by You to manage Your use of the Site and exercise the rights set out in Section 2.3 of these Terms.

"Cloud Offerings" means the products and services offered by Us online via the Site for Your use, ordering and/or purchase, which may be accessed via the Site.

"HGC" refers to HGC Global Communications Limited.

"Product Agreement" means the commercial agreement between You and HGC which governs the terms and conditions for purchase, ordering and use of the **Cloud Offerings**.

"Services" refers to the two categories of Platform Services available on the Site: (a) Platform Services that are developed by and licensed to end users by HGC ("**HGC Service**"); and (b) Platform Services that are developed and licensed to end users by a third party vendor (such vendors are referred to in this Agreement as a "**Third Party Vendor**" and their Services are referred to as "**Third Party Vendor Services**"). The Services are currently available to customers in Hong Kong only.

"**Terms**" refers to the terms of this Agreement as well as the additional terms, conditions and policies related to the Services posted on online on our web site <https://www.hgcbiz.com/en/terms-and-conditions> or a third party vendor's website.

"**User**" or "**Customer**" refers to end users of the Services through the Site and/or HGC.

"**You**" or "**Your**" in this Agreement refers to any individual or entity who accepts this Agreement, has access to Your account, uses the Services or the Site, or orders the Services, including end users of the Services.

Headings are inserted for ease of reference only and do not affect the interpretation of these Terms.

2. SCOPE, INTENT & AUTHORITY

2.1 Scope. These Terms govern the terms and conditions of Your use of the Site. Any use, ordering or purchase of the Cloud Offerings by You through the Site, or rights and obligations between You and HGC relating to the Cloud Offerings, are governed by Your Product Agreement with Us. These Terms in no way modify or amend any terms of any Product Agreement with respect to any Cloud Offerings.

2.2 Intent. Your use of the Site includes the authority to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain Your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.

2.3 Authority. As a registered user of the Site, You must establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of Your Account, passwords and licence keys (if any) of Your Account and for all activities that occur on or through Your Account, and You agree to immediately notify Us of any security breach of, or unauthorized use of Your Account. We shall not be responsible for any losses arising out of the unauthorized use of Your Account.

2.3.1 Account Administrator. We will provide access to the Site to an Account Administrator designated by You. The Account Administrator acts as Your authorized representative with respect to all transactions initiated

through the Site. The Account Administrator is responsible for notifying Us of any issues surrounding the use of the Site or Your Account. You may not change an Account Administrator without Our prior written consent.

2.3.2 Account Management & Access. The Account Administrator can, at any time through the Site:(a) invite and/or grant access to additional authorised users to Your Account ("Authorised Users"); (b)manage the Authorized Users; (c) change the Authorised Users by deleting them from Your Account; and (d) assign or revoke an Authorised User's access rights to Your Account to ensure and safeguard Your Account. HGC will cooperate with You and Your Account Administrator to investigate any unusual or suspected fraudulent or unauthorized use of Your Account upon written notice from the Account Administrator.

2.3.3 Authorised Users. The Authorised Users are the authorised representatives of the Account Administrator with respect to all transactions and uses initiated through the Site. The Authorised Users' rights of transactions and uses are determined and updated from time to time by the Account Administrator through the Site.

2.3.4 Account Activity. BY NAMING YOUR ACCOUNT ADMINISTRATOR, YOU AGREE THAT ALL PURCHASES AND OTHER TRANSACTIONS INITIATED BY THE ACCOUNT ADMINISTRATOR AND AUTHORIZED USERS THROUGH THE SITE ARE YOUR RESPONSIBILITY, EVEN IF YOU WERE UNAWARE OF ANY PARTICULAR PURCHASE OR TRANSACTION OR IF A PARTICULAR PURCHASE OR TRANSACTION EXCEEDED THE AUTHORITY, AS GRANTED BY YOU, OF THE ACCOUNT ADMINISTRATOR OR AUTHORIZED USER.

2.4 Third Party Rights. Your use of the Site and its features may involve access to or incorporation of third party applications and/or content. You agree that HGC does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that You will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that HGC is not in any way responsible for any such use by You.

2.5 You shall not delegate, assign, sub-license or sub-contract any of the rights and/or obligations under these Terms to any third party without our prior written consent.

2.6 A person who is not a party to these Terms has no right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623), but this does not affect any right or remedy of a third party, which exists or is available apart from such Ordinance.

2.7 You will ensure that all Your customers (“End Customers”) and Your internal users (“End Users”) to whom You resell or provide services using the Site or the Platform Services (“Your Services”), as well as intermediaries through whom You resells Your Services (“Resellers”), are bound by the electronic agreement, if applicable, or other agreements containing terms that are no less restrictive or protective of HGC’s, Third Party Vendors’ and all applicable third party licensors’ rights than those set forth in these Terms. You will use all efforts to enforce such agreements similar to those efforts You use to enforce Your own terms and agreements for the protection of Your own proprietary interests, but in no event less than reasonable efforts.

3. SERVICE END USERS

If You are an end user of the Services, You acknowledge and agree that You must first contact HGC or HGC’s designated representative with regard to any Services issues, including any issues with support or payment.

4. AUTHORITY

The Site and the Services are only available to users who can form legally binding contracts under applicable laws in the jurisdictions in which the Services are offered.

5. USE, FEES, PAYMENT TERMS AND TAXES

(a) USE OF SERVICE(S). HGC will specify the term of authorized use of the Service(s), the fees and other charges for the Service(s) (if applicable), any special payment terms, the scope of use, and the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which You are permitted to use the Service(s) in Your order. You may not use or otherwise access the Service(s) in a manner that exceeds Your authorized use. If You exceed Your permitted use of the Service(s), then, You will promptly notify HGC and immediately: (i) disable or correct impermissible use; or (ii) purchase additional Service(s) to correspond to actual use. You agree that HGC may review Your use of the Service(s), and You will provide any reasonable assistance to verify Your compliance with this Agreement. HGC may in its sole and absolute discretion suspend or terminate Your use of the Service(s) immediately upon written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies HGC may have.

(b) FEES AND PAYMENT TERMS. End Users. If You are an end user of the Services purchasing the Services directly from HGC, HGC will invoice Your Service fees to You and You shall make payment directly to HGC.

(c) TAXES. Responsibility. All payments are exclusive of any applicable duties, value added tax, goods and services tax, sales tax, and similar taxes and levies.

6. GRANT OF USE RIGHTS; CUSTOMER DATA; OWNERSHIP; CUSTOMER RESTRICTIONS; SUPPORT SERVICES

(a) RIGHT TO USE THE SITE. On the condition that You fully comply with these Terms, HGC and/or applicable third party licensors grant(s) you a limited, nonexclusive, non-transferable and revocable license to access and use the Site and the Platform Services.

(b) CUSTOMER DATA. You hereby grant HGC and applicable Third Party Vendors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to You and/or Your users that is processed using the Service(s) (collectively "**Customer Data**") strictly for the limited purpose of providing the Service(s) to You or an end user.

(c) OWNERSHIP. You acknowledge and agree that the Site and any and all related software used in connection with the Services contain proprietary and confidential information of HGC or Third Party Vendors or other third parties that is protected by applicable intellectual property rights and other laws. As between HGC and you, all rights, title, and interest in and to all intellectual property rights in the HGC Service(s) and Third Party Vendors Service(s) and related user documentation and materials ("Documentation") are owned exclusively by HGC and/or Third Party Vendors. Except as expressly provided herein, HGC does not grant You (and HGC expressly reserves for ourselves and any of our licensors) any rights, express or implied, or ownership in the Service(s) and Documentation.

(d) RESTRICTIONS. You shall not (and shall not permit others to): (i) license, sub-license, sell, re-sell, rent, lease, loan, transfer, distribute, time share or grant a security interest in the Service(s) or Documentation or any portion of the Site, or make any of them available for access by third parties, including without limitation, in the manner of a service bureau or hosted application; (ii) create derivative works based on or otherwise modify the Service(s) or Documentation; (iii) disassemble, reverse engineer or decompile the Service(s) or any of the software components of the Site; (iv) access the Service(s) or Documentation in order to develop a competing product or service; (v) use the Service(s) to provide a service for others; (vi) use the Site to operate more or different type of applications than

permitted by HGC; (vii) use or send viruses or other harmful computer code; (viii) interfere with the integrity of the Service(s) in any manner; (ix) remove or modify a copyright or other proprietary rights notice on or in the Service(s) or Documentation; (x) use the Service(s) to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (xi) use a computer or computer network to cause physical injury to the property of another; (xii) violate any law or regulation of Hong Kong, any state thereof or other government authority, including any applicable laws or regulations outside Hong Kong based on use and access by Your Affiliate; (xiii) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Service(s); (xiv) include, send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs from the Service(s); (xv) disrupt the integrity of the Service(s); (xvi) temporarily or permanently remove, copy, add, modify, halt or disable any computer data, computer programs or computer software from a computer or computer network without authorization; (xvii) cause a computer to malfunction, regardless of how long the malfunction persists; (xviii) alter, disable, or erase any computer data, computer programs or computer software without authorization or use them to obtain unauthorized access to the Services or Site; or (xix) access the Site or Services by any means other than through the interface provided by Hong Kong to access the Site or Services.

(e) CUSTOMER CONDUCT. You agree that You are responsible for, without limitation, the following: (i) Your implementation of the Service(s); (ii) protecting the names and passwords of the users of the Service(s) and Site and preventing and notifying HGC of unauthorized use of the Service(s) or Site; (iii) appointing key designated support contacts for purposes of contacting HGC with regard to support questions and/or technical issues and ensuring that such contact information is current with HGC; (iv) the lawfulness of each user's acts and omissions; (v) using the Service(s) and Site encryption feature, if and when made available to you, for any of Your data containing sensitive information; (vi) using the Service(s) and Site within the permitted scope and only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which You are permitted to use the Service(s) and Site as set forth in the Terms; and (vii) using the Service(s) and Site only in accordance with applicable documentation.

(f) THIRD PARTY SERVICES. Notwithstanding anything to the contrary in this Agreement, Your license to use any Third Party Vendor Services is provided by the Third Party Vendor and not HGC, and is subject to any terms and

conditions of services as made available by the Third Party Vendor, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses.

(g) **THIRD PARTY SUPPLIERS AND SOFTWARE.** As part of the HGC Services, You may be allowed to use certain software (including related documentation) provided by third party licensors. This software is neither sold nor distributed to You and You may use it solely as part of the Services and subject to any terms of service as made available by the third party, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses. You may not transfer such Software outside the HGC Services without specific authorization to do so.

(h) **SUPPORT SERVICES.** If HGC determines that any support request falls outside the scope of the Services, HGC may provide custom support services for a fee, or on a per service basis, which we will be quoted to You before providing the service. HGC may require that You pay for the Services prior to the commencement of any work being performed and these fees are non-refundable. You must, within seven days of any such support Services, notify us if there are any issues with the Services. We are not responsible for and will not provide assistance with any issue(s) that arise beyond this time frame.

7. INTELLECTUAL PROPERTY

(a) By submitting media and/or information such as text, photos, audio or videos, or any other content to the Site or through the Services (collectively, "**Content**"), You represent and warrant that such Content does not infringe upon any third party intellectual property right or personal rights, including, but not limited to, patent, copyright, trademark, trade secret, privacy or other intellectual or proprietary right.

(b) If HGC becomes aware of any Content posted by You in connection with the Services that could be infringing on a third party's intellectual property rights, HGC may initiate an investigation. If HGC receives a claim from a third party complainant with the applicable copyright or trademark registration number, a copy of the underlying copyrighted work along with Your materials and/or a good faith declaration, signed under penalty of perjury, that (i) the material is the property of the complainant, or (ii) the work has been copied and that use of the material is not defensible, then HGC, in its sole and absolute discretion, may, at any time, restrict Your access to the challenged material.

(c) HGC will notify You of the copyright infringement allegation and will allow You to respond to the allegation(s). You agree that HGC shall have

no liability, directly or indirectly, to third parties for any of Your infringing materials.

(d) You will not use the name, trademarks or logos of HGC, its affiliates or any Third Party Vendors without the prior written approval of the respective party. All content included on the Site and in the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of HGC or the Third Party Vendors or its content suppliers and protected by Hong Kong and international copyright laws. The compilation of all content on the Site is the exclusive property of HGC and protected by Hong Kong and international copyright laws. All software used on the Site is the property of HGC or the Third Party Vendors or its software suppliers and protected by Hong Kong and international copyright laws.

8. WARRANTY DISCLAIMER

(a) TO THE EXTENT PERMITTED BY LAW, THE SITE AND ALL SERVICES PROVIDED BY HGC ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT.

(b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HGC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. THIRD PARTY SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED; ANY WARRANTY FOR THIRD PARTY SERVICES IS PROVIDED, IF AT ALL, BY THE THIRD PARTY VENDOR FOR SUCH SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, HGC MAKES NO OTHER REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERSTANDINGS OF ANY KIND RELATING TO THE SITE, SERVICES, INCLUDING THIRD PARTY SERVICES, OR CONTENT UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, HGC SHALL NOT BE LIABLE TO YOU, YOUR CUSTOMERS OR ANY THIRD PARTY FOR ANY CLAIM OR LIABILITY ARISING FROM OR RELATING TO YOUR USE OF THE INTELLECTUAL PROPERTY, THE SERVICES, INCLUDING THIRD PARTY SERVICES, THE SITE, OR FROM THE MANUFACTURE, USE, IMPORTATION OR SALE OF THE SERVICES, OR FOR ANY CLAIM FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(c) You represent and warrant that You are a (i) party doing business, (ii) located in a jurisdiction, and (iii) engaged in activities, such that HGC is not required to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by the Terms. Furthermore, You acknowledge and agree that HGC has the exclusive authority to monitor such status on a regular basis and, if it should be determined by HGC that you, at any point in time, are in violation of any of these representations and warranties, HGC has the exclusive authority to immediately terminate any and all Service(s) to You (and any accounts You have with HGC) without prior written notice, and You will forfeit any remaining balance on Your account.

9. INDEMNIFICATION

You agree to defend, indemnify and hold harmless HGC, its affiliates, and their respective directors, officers, shareholders, employees, agents, licensors and advisors ("**Indemnified Parties**"), from and against any claim, demand, liability, damage, losses, judgments, suit, action, or cause of action, costs and expenses (including, without limitation, reasonable legal fees) arising directly or indirectly out of Your use of the Services or the Site, including, but not limited to (a) Your breach or violation of any provision of the Terms, (b) your use of any Service or the Site, including Your publication or use of Content that infringes the intellectual property rights of any third party, including, but not limited to, patent, copyright, and trade secret rights, (c) any action taken by HGC in investigating a suspected violation of the Terms or as result or finding that a violation has occurred, and (d) costs associated with document production, depositions, interrogatories and related demands arising out of private third party, governmental or regulatory claims in connection with the Services or Site to the extent HGC is not a target.

10. LIMITATION OF LIABILITY

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT, IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY), RESULTING FROM: (i) THE DISRUPTION, USE OR THE INABILITY TO USE THE SERVICE(S), THE SITE OR ANY CONTENT FOR ANY REASON; (ii) ANY THIRD PARTY CLAIMS THAT THE USE BY YOU OF THE SITE, SERVICE OR THE CONTENT VIOLATES ANY INTELLECTUAL

PROPERTY RIGHT; (iii) ANY ACTION TAKEN BY THE INDEMNIFIED PARTIES AS PART OF AN INVESTIGATION INTO A SUSPECTED VIOLATION OF THE TERMS OR AS A RESULT OF ITS CONCLUSION THAT YOU HAVE VIOLATED, OR (iv) ANY OTHER MATTERS RELATING TO THE SERVICE(S), THE SITE OR THE CONTENT.

(b) YOU SPECIFICALLY ACKNOWLEDGE THAT, THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES SHALL HAVE NO LIABILITY TO YOU FOR ANY CONTENT DOWNLOADED FROM THE SERVICE(S). YOU AGREE THAT, THE AGGREGATE LIABILITY OF THE INDEMNIFIED PARTIES TO YOU FOR ANY AND ALL CLAIMS UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING UNDER THESE TERMS OR FROM ANY OF HGC OR AFFILIATE POLICIES OR THE USE OF THE SITE, THE CONTENT, OR THE SERVICES IS LIMITED TO HK\$100. ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES IN RESPECT OF ANY OF THE FOREGOING MATTERS MUST BE FILED WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION AROSE.

(c) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY TO YOU UNDER THESE TERMS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL APPLY WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. TERM AND TERMINATION

(a) **TERM AND TERMINATION.** This Agreement shall commence upon Your initial visit to the Site and will remain in force until your use of the Site and all of Your subscription to Cloud Offerings end. Without prejudice to other provisions in this Agreement, either Party may terminate any Platform Service or this Agreement by providing the other Party notice of such termination at least seven (7) days prior to the date of termination of the Platform Service or this Agreement. For the avoidance of doubt, the subscription to the Cloud Offerings and the Product Agreement(s) shall remain subsisting and subject to the terms and conditions of the relevant Product Agreement(s) notwithstanding the termination of the Platform Service or this Agreement. The termination or expiry of this Agreement shall be without prejudice to any rights, liabilities or obligations of a Party accrued up to the date of termination or expiry, including a right of indemnity.

(b) **EFFECT OF TERMINATION OF SERVICE.** Upon expiration or other termination of the Service(s) for any reason as permitted in this Agreement,

You must stop using, and HGC will stop providing, the terminated Service(s). In the event of such termination, HGC will not refund any prepaid fees (if any) for such Service and You will be responsible for all subscription fees (if any) until the end of the subscribed to term. HGC may terminate this Agreement and any Service subscription at any time for any reason, or no reason, without providing any advance notice to You.

(c) SURVIVAL. Upon termination of Service(s) for any reason, You agree that You will immediately pay all amounts (if any) owed to HGC for Service(s). Any provision required by its construction or required for rights and obligations enforcement, shall survive termination, including, but not limited to, the indemnity provisions, limitations of liability and the survival terms and this Section 11 (Term and Termination).

12. DATA PRIVACY

By using the Services, You agree that HGC may use such data in accordance with Privacy Policy for HGC Marketplace Product, <https://www.hgcbiz.com/en/terms-and-conditions>. Your use of Third Party Vendor Services may also be subject to the privacy policies of the Third Party Vendor(s).

13. GENERAL PROVISIONS

(a) ASSIGNMENT. You may not assign Your rights or obligations, whether by operation of law or otherwise without HGC's prior written consent, and any such act by You will be void.

(b) NOTICE. Any notice or other communication to be given under this Agreement shall be in writing and shall be served by leaving it or sending it by facsimile or by electronic means or prepaid post to the addresses of the parties specified in this Agreement or as are notified by either party to the other from time to time. Any notice or communication given under this Agreement shall be deemed to be served/ received by the other party within forty-eight (48) hours of posting, or immediately upon faxing if the transmission report indicates that the fax transmission was successful or immediately upon sending the e-mail.

Notices to HGC should be addressed as follows:

HGC Global Communications Limited,
17/F, Hutchison Telecom Tower,
99 Cheung Fai Road, Tsing Yi,
Hong Kong
Fax: +852 2187 2067
Attention: Chief Operating Officer

Notices to You should be addressed to Client's Name and Address as listed in aforementioned Service Order Form.

(c) FORCE MAJEURE. HGC will not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, and will be excused from performance in the event of any failure or delay in fulfilling or performing any term of this Agreement or its performance of the Services, when and to the extent such failure or delay is caused by or results from acts beyond HGC's reasonable control, including without limitation: domain name server or instant messaging issues, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, by requirement of law, regulation, order or other governmental action, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions.

(d) NO WAIVER AND AMENDMENT. HGC will not be considered to have waived any of its rights or remedies described in the Terms unless such waiver is in writing and signed by an authorized representative of HGC. No delay or omission by HGC in exercising HGC rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy by HGC will not preclude further exercise of any other right or remedy. HGC failure to enforce the strict performance of any provision of the terms and conditions in the Terms will not constitute a waiver of HGC right to subsequently enforce such terms and conditions.

(e) RELATIONSHIP OF THE PARTIES. You and HGC are independent contractors to each other. Nothing in the Agreement will be interpreted to create a partnership, joint venture, agency, fiduciary or trustee relationship. You will not have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of HGC. HGC may at any time subcontract any or all of HGC obligations hereunder to any third party.

(f) GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. This Agreement will be governed by, subject to, and interpreted in accordance with the laws of Hong Kong, without regard to conflict of laws principles. You hereby irrevocably consent to the non-exclusive jurisdiction of the court of Hong Kong, for the purposes of adjudicating any action or proceeding to enforce the Agreement. To the extent permitted by law, choice of law rules and the

United Nations Convention on Contracts for the International Sale of Goods will not apply. No cause of action arising under or relating to this Agreement may be brought by You more than one (1) year after it first occurs.

(g) CONSTRUCTION. The Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Terms and all related documents be drafted in English at the express wishes of the parties. Section headings are for convenience only and are not to be used in interpreting the Terms.

(h) ENTIRETY. This Agreement, together with any referenced terms, conditions and policies, are the final and entire agreement between You and HGC and supersede all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations. In the event of any conflict between this Agreement and any referenced and/or attached documents these terms and conditions shall govern unless such referenced and/or attached document is signed or electronically agreed to by both authorized representatives of each party and manifests a clear intent to override this Agreement.

(i) COMPLIANCE

Sanction. Each Party further represents and warrants that it is not now, has never been and will not be listed or named as, nor has it ever acted directly or indirectly for or on behalf of any person, group or entity or nation named in any Executive Order or by the United States Treasury Department or any other state or federal agency as a terrorist, or a "Special Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control ("OFAC") or any other governmental agency.

Anti-bribery. Each Party agrees to comply with the United States Foreign Corrupt Practices Act and any other applicable anti-bribery or anti-corruption laws. Each Party represents and warrants that neither the Party, nor any Party affiliate, director, officer, agent, employee, or other person acting for or on behalf of the foregoing (individually and collectively for purposes of this provision, a "Party Affiliate") have violated the United States Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption laws, nor has any Party Affiliate offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, to any officer,

employee or any other person acting in an official capacity for any Government Entity, as defined below, to any political party or official thereof or to any candidate for political office (individually and collectively, a "Government Official") or to any person under circumstances where such Party Affiliate knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of: (1) influencing any act or decision of such Government Official in his official capacity, (2) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (3) securing any improper advantage, (4) inducing such Government Official to influence or affect any act or decision of any Government Entity, or (5) assisting Party or its subsidiary in obtaining or retaining business for or with, or directing business to, Party or its subsidiary. "Government Entity" as used in the previous paragraph means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization.