



# Terms of Use for Visitors



**trade.io**

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## Terms of Use for Visitors

These Terms of Use and any terms expressly incorporated herein ("**Terms**") apply to any access to, or use of, any services made available by trade.io Technologies Limited and trade.io Consulting Limited (collectively "**trade.io**", "**we**", "**us**" or "**our**") through our website <http://trade.io> which includes the platform or via our mobile applications (our platform which can be accessed through our Website (as defined hereinafter) or our mobile applications shall be referred to as the "**Platform**"), and to any other related services provided by us (our provision of the Website, the Platform and such other related services are collectively referred to as the "**Services**").

\*\*Please read these Terms carefully. By accessing our Website, you agree to be legally bound by these Terms. If you do not agree to these Terms, do not access or use our Website and/or the Token Data. \*\*

### 1. INTERPRETATION

1.1. In these Terms, unless the context otherwise requires

"Affiliate"	is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity.
"Business Day"	means a day (other than a Saturday or Sunday and any day which a tropical cyclone warning no. 8 or above or a "black" rain warning signal is hoisted in Hong Kong at any time between 9:00am to 5:00pm Hong Kong time) on which banks are required to be opened for business in Hong Kong.
"Claim"	means any allegation, debt, cause of action, liability or obligation (whether actual, accrued or contingent) due or payable, Losses, claim, suit or demand of any nature howsoever arising, whether present or future, fixed or unascertained, actual or contingent.
"Corporate Person"	includes body corporate, trust, partnership, joint venture, unincorporated association.
"Crypto-Currency"	means a digital or virtual currency that uses cryptography for security.
"Group Companies"	include trade.io AG, trade.io Technologies Limited, trade.io AG Limited, trade.io Pte Limited, trade.io Exchange Proprietary Limited and trade.io Financial Limited.
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China



<b>“intellectual property right”</b>	includes patents, inventions, industrial designs, internet domain names, logos, know-how, trade secrets and other confidential information, registered designs, copyrights, design rights, rights affording equivalent protection to copyright (including rights in computer software) and design rights, goodwill, topography rights, trade marks, service marks, business names, trade names, moral rights, whether registered or not (including all rights to apply for or be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) in force anywhere in the world, rights to use and protect confidential information and know-how, rights in the nature of unfair competition rights and rights to sue for passing-off.
<b>“Our IP”</b>	means all intellectual property rights in any of Our Materials which include but is not limited to our names, trademark(s), our logo(s), and all designs, text, graphics, pictures, information, data, software, technologies, know-how, sound and video files, other files and the selection and arrangement thereof.
<b>“Our Materials”</b>	include our Website, all technology, content and other materials used, displayed or provided in connection with the our Website.
<b>“Our Properties”</b>	include Our Materials and Our IP.
<b>“Privacy Policy”</b>	means our personal data privacy policy which can be found at <a href="https://legal.trade.io/privacy-policy">https://legal.trade.io/privacy-policy</a> and which may be amended by us from time to time.
<b>“TIO”</b>	means the Token issued by us, named Trade Tokens.
<b>“Token”</b>	means Crypto-Currency, cryptographic tokens and other digital rights or assets which are supported by us and listed on the Platform.
<b>“User”</b>	means any user of the Platform and/or the Services.
<b>“Visitor”</b>	means any visitor of our Website.
<b>“Website”</b>	includes <a href="http://trade.io">http://trade.io</a> , links of <a href="http://trade.io">http://trade.io</a> to other websites operated or provided by us and any other webpages or websites provided by us. Any reference to the “Website” in these Terms shall be construed to also include the Token Data provided by the Website.
<b>“you” or “your”</b>	refers to you as the Visitor unless the context otherwise requires or indicates.

- 1.2. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.3. References to Clauses and sub-Clauses are references to Clauses and sub-Clauses to these Terms.



- 1.4. The headings are inserted for convenience only and shall not affect the construction of these Terms.
- 1.5. Reference to any legislation shall include any legislation which amends, consolidates or replaces the same or which has been amended, consolidated or replaced by the same and shall include any subsidiary and subordinate legislation made under the relevant legislation.
- 1.6. "Including" or similar expressions are not words of limitation.
- 1.7. Words and expressions defined in these Terms shall have the meanings thereby attributed to them whenever the context requires.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1. In addition to the provision of the Platform and/or Services, our Website provides *inter alia* certain data ("**Token Data**") related to the trading activity on the Platform which may include, but is not limited to, the prices and quantities of orders and transactions executed on the Platform and also access to other webpages provided by us.
- 2.2. You may not access or use our Website if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where:
  - (a) your access or use of our Website would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation; or
  - (b) we have determined, at our sole discretion, to prohibit access or use of Website.

We may implement controls to restrict access to our Website from any jurisdiction prohibited pursuant to this Clause 2.2. You will comply with this Clause 2.2, even if our methods to prevent access or use of our Website are not effective or can be bypassed.

- 2.3. We do not provide or issue to our Users any Tokens (including TIO) via the Platform. All Tokens exchanged or traded by and between the Users originate from the Users themselves.
- 2.4. Only Users can buy and sell Tokens in exchange for Fiat Currency or other Tokens on the Platform.

## 3. ELIGIBILITY

- 3.1. It is a precondition that our Website is only provided to those who are permitted to enter into legally binding relationships and that you are not located in, or a citizen or resident of any state, country, territory or other jurisdiction where your access or use of our Website would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit access or use of our Website. Therefore, if there is any reason why you are not able to enter into legally binding relationships with us for whatever reason or that you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your access or use our Website would



be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit use of the Services, please do not use our Service.

- 3.2. By visiting, assessing or using our Website, you hereby confirm, represent and warrant to us that you:
- (a) if you are an individual, are at least 18 years old or of other legal age, according to your relevant jurisdiction;
  - (b) have the legal capacity to accept these Terms and to agree to be bound by these Terms in their entirety and that by doing so will not violate any other legal relationships;
  - (c) are not located in, or resident of, any state, country, territory or other jurisdiction where
    - i. the provision or access or use of our Website would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation;
    - ii. we are not authorised to provide such a Website; or
    - iii. we have determined, at our sole discretion, to prohibit access or use of our Website;

and that you will not access or use our Website and will immediately cease accessing or using our Website if any applicable law in your country prohibits or will prohibit you at any time from doing so or if we determine your country prohibits access or use of our Website;

- (d) we have determined, at our sole discretion, to prohibit access or use of our Website;
  - (e) you have read, understood and agree to our Privacy Policy (all of which are expressly incorporated into these Terms).
- 3.3. If you are visiting, assessing or using our Website on behalf of a Corporate Person:
- (a) you must be authorized by such Corporate Person to access and use our Website;
  - (b) we collect and may retain all the information you provide to us, including all the information provided in relation to such Corporate Person; and
  - (c) these Terms also apply to you and you hereby agree to these Terms on behalf of yourself and any such Corporate Person and you hereby confirm, represent and warrant that you have the authority to bind such Corporate Person to these Terms and that both you and such Corporate Person will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by you or such Corporate Person. For this purpose, any reference to "you" or "your" in these Terms shall also refer to you as the Authorized Person of such Corporate Person unless the context otherwise requires or indicates.

- 3.4. Please refer to Clause 4 for a summary of some of the risks you should consider when choosing whether to access or use our Website.

#### 4. RISK DISCLOSURES

- 4.1. Accessing or using our Website and/or the Token Data involves **risks** including without limitation the following:
- (a) The features, functions, characteristics, operation, use and other properties of any Token ("**Token Properties**") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("**Underlying Technology**") used to administer, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate.
  - (b) Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology ("**Attacks**"), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology. This may mean that technological difficulties experienced by us may prevent the access to or use of our Website.
  - (c) We may at any time suspend or cease our Website to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, or for other reasons as specified in these Terms or otherwise at our sole discretion.
  - (d) The price and liquidity of the Tokens have been subject to large fluctuations in the past and may be subject to large fluctuations in the future
  - (e) We have no control over any Crypto-Currency network and you understand all risks associated with utilizing any crypto asset network, including without limitation the risk of unknown vulnerabilities in or unanticipated changes to any network protocol. We are not responsible for any harm occurring as a result of such risks.
  - (f) Tokens are not legal tender, are not backed by any government
  - (g) The prices of Tokens quoted on our Website or the Platform may not necessarily reflect the broader market.
  - (h) Token Data or any data or information provided by us may not be accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.
- 4.2. These Terms cannot, however, disclose all the risks and other aspects associated with the access or use of our Website and shall not be considered as any professional advice. Please seek advice from an independent financial advisor if you have any doubt.

## 5. ASSUMPTION OF RISKS AND RELEASE OF trade.io

- 5.1. You acknowledge and agree that you shall access and use our Website at your own risk. You hereby assume, and agree that we will have no responsibility or liability for, any risks as disclosed in Clause 4 and any other related risks.
- 5.2. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against us and all Indemnified Parties (as defined below) related to any of the risks set forth in these Terms.
- 5.3. Our decision to provide Token Data of any particular Token through our Website does not indicate our approval or disapproval of the Token or the integrity, security or operation of the Token or its Underlying Technology. The risks associated with Tokens and trading Tokens apply notwithstanding our decision to support a particular Token.

## 6. **\*\*NO OFFER OF SECURITIES \*\***

- 6.1. We endeavour all possible measures to ensure that the Tokens that are listed on our Website cannot be classified as "security" by the Securities and Futures Commission or the U.S. Securities and Exchange Commission or other competent national authorities. We further represent that we never intended or desired to list any Tokens that can be classified as "security".
- 6.2. The responsibility for the fact that the Token or instrument cannot be classified as a "security" lies with the issuer of the Token. If there is any risk or speculation that a Token shown on our Website may be treated as "security", we reserve the right to remove such Token at our sole discretion.
- 6.3. We give no warranty and/or investment, financial, legal or any other professional advice that any Token shown on our Website is not a "security".

## 7. NON SOLICITATION

- 7.1. By using our Website and/or the Platform, you acknowledge and agree that we are not your broker, intermediary, agent, or advisor and have no fiduciary relationship or obligation to you in connection with any decisions or activities effected by you using our Website and/or the Platform.
- 7.2. We do not provide trading or investment advice, do not have any fiduciary duty to you or any other Visitors or Users and do not make any warranty about the suitability of any Token for trading or ownership by you.
- 7.3. No communication or information provided to you by us is intended as, or shall be considered or construed as, advice. You acknowledge and agree that your viewing of any information posted on our Website does not constitute any solicitation or investment advice. You confirm that you have not received, will not receive and do not expect to receive any trading or investment advice from us. Accordingly, any information received through our Website and/or the Platform shall be considered unsolicited.



## 8. PRIVACY POLICY

Please refer to our Privacy Policy for information about how we collect, use, and share your information

## 9. VIOLATIONS

9.1. By using our Services, you agree not to:

- (a) violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while accessing or using our Website;
- (b) access or use our Website and the Platform in any manner that could interfere with, disrupt, negatively affect, or inhibit other Visitors and/or Users from fully enjoying our Website and the Platform, or that could damage, disable, overburden, or impair the functioning of our Website and the Platform in any manner;
- (c) access or use our Website to support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (d) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access or use our Website and/or our Platform or to extract data from or introduce any malware, virus, trojan worms, logic bombs, or other harmful material to our Website and/or our Platform;
- (e) use or attempt to use another User's account without authorization;
- (f) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Website and/or our Platform that you are not authorized to access;
- (g) develop any third-party applications that interact with our Website and/or our Platform without our prior written consent, or unless otherwise agreed;
- (h) provide false, inaccurate, or misleading information;
- (i) post content or communications on our Website and/or our Platform that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise inappropriate or objectionable;
- (j) post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick other Visitors or Users;
- (k) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, identification numbers and credit card numbers; and



- (l) encourage or induce any third party to engage in any of the activities prohibited under this Clause.

## 10. SUSPENSION OF OUR WEBSITE

- 10.1. You agree that we have no obligation to provide our Website including our Token Data to you.
- 10.2. We may, in our sole discretion and without any liability to you, with or without prior notice to you, with immediate effect suspend or terminate our Website or suspend, restrict or terminate your access to or use of our Website if any of the following events occur:
  - (a) we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction; and/or
  - (b) we reasonably suspect you of acting in breach of any of these Terms.
- 10.3. We may suspend, restrict, or terminate your access to or use of our Website without any reason.
- 10.4. In addition, we may, at our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Website.
- 10.5. We shall not be liable for any losses suffered by you resulting from any modification of any of our Website or from any suspension or termination of your access to or use of all or a portion of our Website (whether pursuant to this Clause 10 or for any other reason).

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. You acknowledge that Our Properties belong and shall continue to belong to us. All our rights are reserved. Our Properties are protected by copyright and other applicable intellectual property laws and regulations. Nothing in these Terms should be construed as granting any licence to or right to use any of Our IP without our express written consent. Any unauthorised use of Our Properties is strictly prohibited and may result in us taking necessary actions against such unauthorised use.
- 11.2. We hereby grant you a limited, non-assignable, non-exclusive and non-sublicensable, worldwide, royalty free licence to access or use our Website and access the data (including but not limited to the Token Data) and other informational content through our Website for informational purposes and your personal use only as long as we permit you to continue to access or use our Website. All other uses are prohibited. All rights in and to Our Properties, and not granted herein, are reserved.
- 11.3. You agree that you will only use our Website for informational purposes and your personal use only and not for any other lawful or unlawful purposes.



11.4. By using our Website, you will not:

- (a) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, resell, lease, lend, share, distribute or create derivative works of our Website (including but not limited to the Token Data), or any portion thereof and/or provide the same to any third party;
- (b) frame, display or incorporate our Website or Our Properties or any portion thereof in any website or any other work of authorship;
- (c) decompile, disassemble, reverse engineer or attempt to discover the source code of our Website or Our Properties or any portion thereof;
- (d) alter, manipulate or misrepresent Token Data or present Token Data in a false or misleading way;
- (e) use our Website or Our Properties to design, develop or create any competing product or service; or
- (f) otherwise use the Services or Our Properties for any commercial or non-commercial purpose other than their intended purposes determined at our discretion.

11.5. You acknowledge and agree that "trade.io", any product or service names, logos, and other marks used on our Website and the Platform are trademarks owned by us or our licensors. You may not copy, imitate or use them without our prior written consent.

11.6. In the event you provide any feedback, suggestions, ideas, or other information or materials regarding us or our Website or the Platform, whether they are provided by email, posting through our Website or otherwise (collectively, the "**Visitor Ideas**"), such Visitor Ideas belong and shall continue to belong to us. You hereby assign to us all your rights, title and interest in such Visitor Ideas together with all associated intellectual property rights. You agree that you will not receive any acknowledgement or compensation based on any Visitor Ideas or any modifications made to our Website and/or the Platform based on the Visitor Ideas and you hereby waive any claim thereof.

11.7. In the event you provide any other text, information, data, materials, images or other content that is not Visitor Ideas owned by us ("**Visitor Information**"), you hereby grant us a sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide and royalty free licence to use, copy, modify, create derivative works of, display, perform, publish and distribute the Visitor Information, in any form, medium or manner. You represent and warrant that you own or have the right to grant the rights and licences of the Visitor Information and that the use of the Visitor Information in whichever manner we choose to shall not violate, misappropriate or infringe on the rights of any third party.

11.8. We have the sole discretion to remove any Visitor Ideas or Visitor Information from the Website or the Platform for any reason.



## 12. THIRD-PARTY CONTENT

Our Website may link to other websites operated by or content provided by third parties ("**Third-Party Content**"). We have no control over nor do we endorse or adopt any Third-Party Content. Your use of the Third-Party Content and your interaction with such third parties are at your own risk. We shall not be responsible for any Third-Party Content whether or not it is misleading, inaccurate, incomplete, offensive, erroneous, indecent or otherwise objectionable. Your dealings (whether personal or business) or correspondence with such third parties are solely between you and them and we are not responsible nor liable for any loss or damage of any sort incurred as a result of any such dealings or correspondence.

## 13. DISCLAIMER

- 13.1. To the maximum extent permitted under applicable law, our Website including but not limited to the Token Data provided by us are on an "as is" and "as available" basis. We expressly disclaim, and you waive, any and all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade. Without limiting the foregoing, we do not represent or warrant that our Website (including but not limited to the Token Data) provided by us are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.
- 13.2. Due to our reliance on third party data suppliers and telecommunication and internet services, over which we have no direct control, we make no warranties in respect of the accuracy, suitability for purpose or requirements and/or uninterrupted availability of our Website. Accordingly, we shall not be liable to you or any party:
  - (a) for any accuracy, completeness, timeliness or correct order of information;
  - (b) for any changes or updates to these Terms with or without notice; and/or
  - (c) for any decision you make or action you take by relying on any information on our Website.
- 13.3. The disclaimer of implied warranties contained in this Clause 13 may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which you reside.
- 13.4. In addition, in no event shall we or any of the Indemnified Parties be liable for any incidental, direct, indirect, special, punitive, consequential, exemplary, reliance damages or similar damages whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), costs (including legal costs, professional advisers', experts' and consultants' fees and costs of investigation, defence, appeal, enforcement and remediation), expenses, disbursements and other liabilities in any case of any nature whatsoever (collectively, the "**Losses**"), whether foreseeable or unforeseeable, arising out of or in connection with:

- (a) with the existence, furnishing, functioning or your use of our Website or the non-performance of our Website or any other item provided by or on behalf of us;
- (b) any act or omission in connection with your accessing and/or using our Website;
- (c) any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including (to the extent permissible by law), but not limited to, those arising from our or our negligence or recklessness, or contingencies beyond our or their control in procuring, compiling, interpreting, computing, reporting or delivering our Website thereon or the information therein;
- (d) any transmission of any viruses, spyware, worms, Trojan horses or other malware which may infect a Visitor's equipment;
- (e) any disruption or malfunction of our Website which prevents us from fulfilling our obligations under these Terms (including but not limited to any failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems);
- (f) any unauthorized access, theft, operator errors, hacks, cyber-attacks, spoofing, phishing or other attacks; and/or
- (g) any loss or damage that you may incur, due to any circumstance or event beyond our reasonable control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, employee strikes, accident, action of government, communications, power failure, or equipment or software malfunction;

even if we have already been advised of the possibility of such damages.

## 14. INDEMNIFICATION

14.1. You shall compensate and defend, indemnify, and hold harmless us, our Affiliates, our Group Companies and our and their respective shareholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers and contractors and each of their respective successors, assigns, heirs and legal personal representatives (collectively, "**Indemnified Parties**" and each an "**Indemnified Party**") and keep each Indemnified Party indemnified against any claim, demand, lawsuit, action, proceeding, investigation, liability, damages, whether direct, indirect, consequential or special, and any other damages of any kind (including without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), loss, cost or expense (including without limitation reasonable legal fees) howsoever incurred by us arising out of or relating to:

- (a) our provision of our Website to you pursuant to these Terms, whether or not arising from or in connection with your use or improper use of our Website, or conduct or improper conduct in connection with, our Website;
- (b) your access or use of any portion of our Website;

- (c) any Visitor Ideas or Visitor Information you provide;
- (d) your violation of any of these Terms and/or the Indemnified Party's enforcement thereof;
- (e) your violation of any applicable law or the rights of any other person or entity;
- (f) your violation of any of the rules of any Competition that you have participated in; or
- (g) invalidity or breach of any representations, warranties or covenants given by the holder of any Competition you have participated in.

14.2. If you are obligated to indemnify any Indemnified Party, we (or, at our discretion, the applicable Indemnified Party) will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms.

## 15. REMEDIES

Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms by you. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Terms or continuation of such breach by you, without the necessity of proving actual damages.

## 16. SURVIVAL

16.1. Clauses 1, 5.2, 10.5, 11.1, 11.5 to 11.8, 12 to 17, 19 to 24 will survive any termination of your access to the Services or any termination of your Account.

## 17. RECORDING OR ARCHIVING

You agree that we are permitted to record any conversation you had with us on the telephone or mobile phone or any electronic communications you had with us and that we are permitted to archive all types of communications and information relating to your access or use of our Website.

## 18. MODIFICATION OF TERMS

We may modify these Terms by updating these Terms on our Website. By continuing to access or use our Website, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Please frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of our Website, please contact our Support Team by filing a support request at [support@trade.io](mailto:support@trade.io).



## 19. DISPUTE RESOLUTION

- 19.1. With the exception only of disputes controversy, difference or claim related to the enforcement or validity of Our IP, any disputes, controversy, difference or claim arising out of or in connection with or relating to these Terms or our Website, including, but not limited to, the existence, interpretation, performance, breach, termination or validity thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms or our Website shall be referred to and finally resolved by arbitration under UNCITRAL Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration provision shall be Hong Kong law. The appointing authority shall be Hong Kong International Arbitration Centre (the "**Centre**"). The place of arbitration is Hong Kong. The number of arbitrators shall be one (1) to be appointed by the Centre. The arbitration proceedings shall be conducted in English. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be final and binding upon both Parties.
- 19.2. With respect to disputes, controversy, difference or claim subject to arbitration or court pursuant to this Clause 19, you are giving up the right to litigate those disputes, controversy, difference or claim in court before a judge or jury. Further, you agree not to commence any class action, class arbitration or representative action or proceedings against us.

## 20. GOVERNING LAW

- 20.1. The interpretation and enforcement of these Terms, and any dispute related to these Terms or our Website, will be governed by and construed and enforced in accordance with the laws of Hong Kong, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of Our IP in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, courts of Hong Kong will have non-exclusive jurisdiction. You waive any objection to venue in any such courts.

## 21. **\*\*ACCURACY OF INFORMATION. \*\***

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

## 22. **\*\*COMPLIANCE WITH LAW \*\***

You are responsible for complying with all applicable laws related to your access or use of the Website.



## 23. COMPETITION

Our Group Companies, business partners, or contractors may from time to time hold different competitions, trials, games and any other type of events available (collectively, the "**Competitions**" and each a "**Competition**") to Visitors or Users. By agreeing to participate in such Competitions, you shall comply with the rules of a particular Competition.

Such Competitions may not be available to Visitors of certain jurisdictions. We do not control the Competitions that are not held by our Group Companies and shall have no responsibility for conducting and holding the Competitions. We reserve the right to publish the rules of the Competitions received from the holder of such Competitions on our Website. You understand and acknowledge that your participation in such Competitions and your interaction with the holders of such Competitions are at your own risk.

## 24. OTHER TERMS

- 24.1. Our failure at any time or times to require performance of any provision of these Terms shall in no manner affect our right to enforce such provision at a later time. Our waiver of any condition or the breach of any term, representation or warranty contained in these Terms whether by conduct or otherwise in any one or more instances shall not be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or be deemed to be or construed as the breach of or a waiver of any other term, covenant, representation or warranty in these Terms.
- 24.2. The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 24.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- 24.4. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, to any party without notice or obtaining your consent or approval.
- 24.5. In the event we are acquired by or merged with another entity, we reserve the right in any of these circumstances to transfer any of your information we collected from you to such other entity.
- 24.6. Nothing contained in these Terms, and no action taken by you, shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, association, joint venture or other entity of any kind.
- 24.7. All your and our rights and obligations shall be limited to those expressly set forth herein.
- 24.8. Except for you, us and the Indemnified Parties, no other person shall have the rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of these Terms.



24.9. These Terms constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings between you and us regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will prevail unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

