

## **Platform Agreement (20-Feb-2022)**

### **1. Introduction and application**

1.1 This agreement ("Platform Agreement") constitutes a legal agreement between you and AlgoBot Limited ("AlgoBot").

1.2 By accessing or using our Platform, you are taken to have agreed to the terms and conditions under this Platform Agreement.

### **2. Definitions**

2.1 In this Platform Agreement, where the context so admits, the words and expressions used in this Platform Agreement shall have the following meaning:

"Access Method" means any user identification, passwords and other security credentials assigned to you and required to access and use the Platform;

"Account" means any account which we may set up for you and granted to you pursuant to any agreement;

"Applicable Laws" means all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of any national, state or local government, any agency, exchange, regulatory or self-regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority whether in Hong Kong or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time;

"Business Day" means a day, other than a Saturday or Sunday or Public Holiday, on which we are open for business (from 9am to 5pm Hong Kong time), and in the context of Instructions and transactions involving a foreign element, a day, other than a Saturday or Sunday, when we and the relevant financial markets and institutions in the country concerned are open for business;

"Instructions" means any communication, instruction, order, message data or information received by us through or pursuant to the Platform or otherwise referable to your Access Methods, and any information delivered to us offline by any methods as we may agree;

"Personal Data" has the meaning ascribed to it in the Personal Data (Privacy) Ordinance (Cap. 486 of Laws of Hong Kong);

"Platform" means the online platform (accessible through our website at [www.algobot.hk](http://www.algobot.hk) or through our mobile application) operated by us;

"Privacy Policy" means the policy on the privacy and protection of Personal Data adopted by us as made available at [[www.algobot.hk](http://www.algobot.hk)], as may be supplemented, amended or varied from time to time upon our notification to you;

"Service" means any service provided by us through the Platform;

"System" means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Platform;

2.2 The words "we", "us", "our" or any of their derivatives refer to AlgoBot and its successors and any novatee, assignee, transferee or purchaser of AlgoBot's rights and/or obligations hereunder and any reference to AlgoBot includes a reference to such successor, novatee, assignee, transferee or purchaser.

2.3 The words "you", "your", "yours" or any of their derivatives refer to the person using or accessing our Platform and shall include, as the context may require, personal representatives (as the case may be).

### **3. Your duties and responsibilities**

3.1 Information required. Upon request, you shall provide a valid email address, a password, and answers to security questions (or any other information we may request in order to establish the appropriate Access Methods), which are necessary for you to gain access to restricted areas of the Platform.

3.2 Provision of information by you. We may require additional information, confirmation or declaration from you each time you access the Platform or certain parts or areas of the Platform, and you shall provide such information, confirmation or declaration promptly. You represent and warrant that each information, confirmation or declaration you provide to us is accurate, true and complete, and not misleading in any material particular.

3.3 Security measures. Your access and use of the Platform shall be strictly limited to yourself. You agree that:

(a) we may determine the appropriate Access Methods, which may involve a combination of one or more access controls;

(b) you shall be solely responsible for ensuring secure internal and, to the fullest extent possible, external controls on access to and use of the Platform, including but not limited to the security and confidentiality of your Access Methods (such as your password and answers to security questions). If your Access Methods are stolen, lost, damaged or compromised, or if you suspect any unauthorized use of your Access Methods, you shall immediately notify us in writing. We shall be entitled to terminate or suspend your Access Methods, provided always that you shall remain responsible for any actions taken through the use of your Access Methods before they are so terminated or suspended; and

(c) you shall be solely responsible for, and be bound by, all acts or omissions of any person using the Platform through your Access Methods. We are under no duty of inquiry regarding the identity, authority or capacity of any such person and are entitled to rely on any Instructions submitted by any person accessing or using the Platform through your Access Methods or through Alternative Methods, even if made fraudulently and even if they conflict with the terms of any other Instructions given by you.

3.4 Compliance with Applicable Laws. You shall access and use the Platform in compliance with all Applicable Laws. Without limiting the generality of the foregoing, your use of the Platform shall be subject to such additional restrictions, terms and conditions of use, disclosures or disclaimers that may be communicated to you (whether by written or electronic means) in connection with such use.

3.5 Suspected breach of security. You must notify us immediately if you become aware of or have reasonable suspicion that there is any breach of security, loss, theft or unauthorized use of your email address, password or answers to the security questions.

3.6 Keeping the integrity of the Platform. You shall not introduce into the Platform any content, materials or code which contains any virus, Trojan horse, work, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Data. You undertake not to back into, disrupt, disable, burden or otherwise interfere with the accessibility or impair the proper function of the Platform, the services which we may provide to you pursuant to any agreement or the Systems, which shall include, without limitation, spoof attacks, backing, sniffing, tampering, denial-of-service attacks, tampering, reverse engineering or reprogramming.

3.7 Your duties. Any data, information or message transmitted to you through our System, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.

3.8 Confidentiality of other information. You must keep confidential, all information about the Platform, our System and any information, data, materials or documents provided to you.

#### **4. Instructions**

4.1 You agree to the following:

(a) unless otherwise agreed by us, all Instructions shall be transmitted by you to us through the Platform in the manner as we may specify on the Platform or by notice to you;

(b) we shall be deemed to have properly received Instructions transmitted by you through the Platform only upon such Instruction being received by our System hosting the Platform. For any other Instruction received by us after the close of business on a Business Day or on a non-Business Day, we may, in our sole discretion, treat such Instruction as an Instruction received on the next Business Day;

(c) you are responsible for the accuracy and completeness of your Instructions;

(d) we are under no duty of inquiry regarding the identity, authority or capacity of any person from whom we receive Instructions on your behalf, and are entitled to rely on any Instructions submitted by any person accessing or using the Platform through your Access Methods, even if made fraudulently and even if they conflict with the terms of any other Instructions given by you;

(e) without prejudice to sections 3.3(c) and 4.1(d), we may at our discretion and without giving any reason, and without any liability to you:

(i) require you to provide alternative proof of identity;

(ii) require any Instructions to be confirmed through alternative means;

(iii) decline to act or refrain from acting promptly upon any Instructions; and/or

(iv) determine the order of priority in effecting any Instructions and other existing arrangements you have made with us.

4.2 We reserve the right to terminate, suspend or restrict your access to the Platform and to cease acting on your Instructions if we suspect that the person logged into your Account is not you, where we suspect that your Account is or will be used for illegal, fraudulent or unauthorized uses, or for any other reason which we deem to be reasonable.

## **5. Our rights**

5.1 Monitoring of access and use. We may monitor all your access to and use of Platform so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.

5.2 Right of termination. We reserve the right to restrict, temporarily or permanently the operation of the Platform at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:

(a) you have breached the terms of this Platform Agreement;

(b) you are using the Platform in a manner that may cause us to breach Applicable Laws, have legal liability or disrupt others' use of the Platform;

(c) you are using the Platform for any illegal activities or where we have reasonable suspicion that you may be doing so;

(d) we become aware or suspect that your Access Methods are stolen, lost, damaged or compromised;

(e) we become aware or suspect that the person logged into using your Access Methods is not you,

(f) we are required to do so by Applicable Laws or pursuant to a request by any government or regulatory body;

(g) scheduled downtime or recurring downtime;

(h) a Force Majeure Event;

(i) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;

(j) you modify, adapt or reverse engineer the Platform or any part thereof; or

(k) you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform.

5.3 For the purpose of section 5.2 of this Platform Agreement, "Force Majeure Event" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Platform Agreement, including the offering of the Platform thereto, including, without limitation:

(a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

(b) terrorist attacks, civil war, civil commotions or riots;

(c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;

(d) any act of state or other exercise of sovereign, judicial or executive prerogative by an

## **6. Intellectual property rights**

6.1 The names, images and logos or any other trademarks ("Marks") identifying us or third parties and their products and services are subject to copyright, design rights and trade marks of us and/or third parties, and all rights to the Marks are expressly reserved by us or the relevant third parties. Nothing contained in this Platform Agreement shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of us or any other third party, without the prior written consent of us or such third party. You shall not use our Marks or the Marks of any other third party in any way, including in any advertising or publicity, or as a hyperlink without our prior written consent.

6.2 We, our service providers, agents (or their sub-agents) contractors (or their sub-contractors) delegates, suppliers and other third parties we may appoint for the operation of this Platform or the provision of services to you and licensors own and retain all rights, titles and interests in and to (a) the Platform; (b) all hardware, software, and other items used to provide the services to you; and (c) all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by us, you shall not copy, modify, publish, transmit, distribute, perform, display or sell any of our proprietary information. You shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by us in writing.

6.3 By submitting, posting or displaying content on or through the Platform, you grant to us a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other services we may provide to you. You further grant to us an irrevocable non-exclusive licence to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of any of our services. We reserve the right to retain an archival record of all such content including those deleted or removed by you.

6.4 In the event that you download any software, applications or script from the Platform, the software, applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed by us to you on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose of utilizing our services in accordance with this Platform Agreement. For the avoidance of doubt, we are not transferring and do not transfer, title ownership or any other rights to the Software to you. You shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at your own risk.

6.5 You shall not imitate, copy, modify, decompile, disassemble, reverse engineer, distribute, disseminate, reproduce, license or create any derivative works from, assign, transfer or sell, in full or in part and in any way, the Platform or any information, data, products or services obtained from the Platform ("Platform Contents"). Unauthorised conduct or use of the Platform or the Platform Contents may violate ours or any third party owners' intellectual property rights. You shall be entitled to retrieve and display the Platform Contents on any compatible device owned by you and retain a copy of the Platform Contents for record, provided that you keep intact all accompanying intellectual property rights and other proprietary notices.

## **7. Disclaimers and liabilities**

7.1 To the maximum extent permitted under Applicable Laws, the Platform is provided “AS IS” on an “AS AVAILABLE” basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). We and our licensors disclaim to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing, we do not warrant that our services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any Systems or content of the Platform in or with any computer will not affect the functionality or performance of the computer. We are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the Platform.

7.2 Third party sites. The Platform may contain links to other websites which are not maintained by us. Similarly, other websites may contain links to the Platform. We have no control over such sites and resources, and you acknowledge and agree that we are not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Platform, and does not imply our endorsement of the linked website or association with their operators. To the maximum extent permitted under Applicable Laws, we disclaim all responsibility and liability, direct or indirect, for any damage or losses (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at your own risks.

7.3 Assumption of risks. You acknowledge there are certain security, corruption, transmission error and availability risks associated with using the Platform and agree, to the maximum extent permitted under Applicable Law, to assume such risks. Without limiting the generality of the foregoing, you acknowledge and accept, given the nature of electronic transactions and electronic telecommunication platforms such as the Platform, the unique risks of using the Platform, which include, but are not limited to, the following:

(a) delays in, or inability to, access or use the Platform due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;

(b) loss, or errors in transmission, of data or information that may occur due to any cause whatsoever, including any failure of any of our electrical, electronic, computer, microprocessor, recording or communication system;



(c) the need to conduct maintenance of the Platform system infrastructure from time to time, and any delay, failure, error or omission which may ensue therefrom; and

(d) the failure of any electronic security measures including, without limitation, filters, authentication processes and anti-virus software, whether or not for the protection of the integrity of the Platform, the privacy of your information or otherwise,

and you agree that we shall not bear any liability or losses of any kind, and you shall release us from any claim you may have, with respect to or referable to the above risks and any losses arising therefrom, regardless of whether we had been advised, or were aware of the possibility, of such risks. You shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer or Systems, if required.

7.4 Exclusion of Liability. To the maximum extent permitted under Applicable Law and without prejudice to any other rights we may have under this Platform Agreement, you acknowledge and agree that we (and any of our service providers, agents (or their sub-agents), contractors (or their sub-contractors), delegates, suppliers, or other third parties we may appointed for the operation of this Platform or the provision of services to you, directors, officers, employees, subsidiaries, successors or assigns) are not liable to you for any direct, indirect, consequential, incidental, special or punitive losses suffered by you or any third party, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise, arising from or in connection with:

(a) any unavailability of the Platform and/or your access or use (or inability to access or use) the Platform;

(b) any failure of our System or Platform;

(c) any inaccuracies contained in information relating to the System;

(d) any failure to receive or delay in receiving Instructions because of any failure of your System or other facilities or the telecommunication links used to transmit the Instructions;

(e) any delay where the contents of an Instruction are ambiguous, incomplete or otherwise inaccurate;

(f) any unauthorized use of the Platform or Access Methods;

(g) any breach of security or unauthorized use of, corruption or transmission error associated with, our System or other facilities;

(h) any act or omission of telecommunications carriers, internet service providers or any other service providers;

(i) the exercise of any of our rights under this Platform Agreement;

(j) our reliance on such information submitted to us;

(k) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; or

(l) any event or circumstance beyond our control.

7.5 Your indemnities to us. To the maximum extent permitted under Applicable Law and without prejudice to any other rights we may have under this Platform Agreement, you shall indemnify, and shall keep indemnified, us and any of our service providers, agents (or their sub-agents), contractors (or their sub-contractors), delegates, suppliers, or other third parties we may appointed for the operation of this Platform or the provision of services to you, directors, officers, employees, subsidiaries, successors or assigns against any losses, including expenses and legal or other professional fees for disputing or defending any action, claim or proceeding, which we may incur or sustain (directly or indirectly) or which may be made against us in any jurisdiction as a result of or in connection with or arising out of: (i) your use of the Platform or our services, (ii) our operation of the Platform or the provision of our services, save where such losses are directly caused by our own gross negligence or willful default or that of our directors, officers, employees or agents. Without prejudice to the generality of the foregoing, you shall indemnify us for any losses we may incur (directly or indirectly), from:

(a) any breach of, or non-compliance with, this Platform Agreement by you;

(b) any unauthorized use by any party of your Access Methods or the Platform or any part thereof;

(c) any failure or malfunction in your System used in connection with the Platform;

(d) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorized access

which have been introduced by you, which affects or causes the Platform and/or our hardware, software and/or other automated systems to fail or malfunction;

(e) any information or documents furnished by you to us, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided, or any omission of material facts and information by you which would render any information relied upon by us to be misleading, inaccurate or incomplete;

(f) the exercise of our rights under this Platform Agreement;

(g) our acting or relying on the Instructions;

(h) your use or failure to use the Platform; or

(i) material comprised in the Instructions or otherwise provided by you violating any Applicable Laws or third party rights including intellectual property rights.

7.6 You also undertake to procure that, in the event that you transfer all or substantially all of your rights or assets to any other person (whether in the same or any other jurisdiction(s)), you shall procure that such person will indemnify and hold us and our directors, officers, employees and agents harmless on the same terms as those set out above.

## **8. General**

8.1 Other agreements. This Platform Agreement does not supersede or replace any other consents you may have previously or separately provided to us in respect of your access or use of the Platform, and your agreement to this Platform Agreement is in addition to any other rights which we may have in respect of your access or use of the Platform.

8.2 Amendment. Our Platform Agreement may change from time to time. We will post any changes on [www.algobot.hk]. If you continue to use or access our Platform, you are deemed to have agreed to such changes without reservation.

8.3 Assignment. You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.

8.4 Survival on Termination. All disclaimers, indemnities and exclusions in this Platform Agreement shall survive the termination of this Platform Agreement.

8.5 Severance. If any provision of this Platform Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Platform Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Platform Agreement in any other jurisdiction shall not be affected.

8.6 No Third Party Rights. A person who is not a party to this Platform Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) or under any law, to enforce any provision in this Platform Agreement.

8.7 Governing Law and Jurisdiction. This Platform Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute arising out of or in connection with this Platform Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Hong Kong and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong.