

Mobile App and Website Terms of Use

The Mobile App or Website (each a "**Platform**" and together "**Platforms**") is developed by RD Technologies, ("**Group**" and "**we**" or "**us**" and "**our**" shall be construed accordingly). This Platform and its contents are intended for access only within Hong Kong and places where access to them is not prohibited by local laws. It is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to the laws or regulations of those jurisdictions. It is your responsibility to determine whether you would be subject to any such restrictions, and if so, to comply with them.

You can always access a copy of these terms ("**Terms**") via the Platforms.

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

EACH TIME YOU USE OR ACCESS THE MOBILE APP, WEBSITE OR THE RDT SERVICES, YOU AGREE TO THESE TERMS, WHICH WILL BE BINDING ON YOU.

1 DEFINITIONS

1.1 In these Terms:

"**Additional Terms**" means any additional terms and conditions which your use of the Platforms and the RDT Services, may be subject to, which includes the RD ezLink Terms and Conditions for FI Partners, RD ezLink Terms and Conditions for Non-FI Partners, RD ezLink Terms and Conditions for Business Users, RD ezLink Terms and Conditions for Individual Users, Terms and Conditions for RD Wallet, Users Terms and Conditions for RD Wallet, Privacy Policy Statement, Personal Information Collection Statement for RD ezLink, Personal Information Collection Statement for RD Wallet, Cookie Policy and such other applicable terms and conditions as prescribed by us from time to time;

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

"**Authority**" means any:

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

“**App Store**” means the Google Play Store, the Apple App Store or any other app store designated and approved by us where the Mobile App may be downloaded from;

“**App Store Rules**” means the rules and policies of the relevant App Store;

“**content**” means all content and information displayed on any Platform, including text, software, scripts, code, designs, graphics, photos, sounds, videos, applications, interactive features, trademarks, service marks, copyright, trade names and logos;

“**Customer-side User**” means any person other than persons who are using the Platforms as RD ezLink Partners and their permitted users;

“**Electronic Device**” means any computer equipment, mobile device, other communication equipment or device, and all hardware, software, application and modem connected to or contained in it and “**Electronic Devices**” shall be construed accordingly;

“**FI Partner**” means a financial institution that has entered into agreement(s) and/or agreed on relevant terms and conditions from time to time with RDEZ for the access to and use of the RD ezLink Services through the relevant portal of the electronic customer information repository, and shall include its successors.

“**Mobile App**” means such mobile application(s) as may be designated by us from time to time through which the RDT Services will be provided;

“**Non-FI Partner**” means a non-financial institution that has entered into agreement(s) and/or agreed on relevant terms and conditions from time to time with RDEZ for the access to and use of the RD ezLink Services through the relevant portal of the electronic customer information repository, and shall include its successors.

“**RDEZ**” means RD ezLink Limited, a company incorporated in Hong Kong with limited liability and service provider of the RD ezLink Services;

“**RD ezLink Partners**” means the FI Partners and the Non-FI Partners;

“**RD ezLink Services**” means the electronic customer information repository and other services made available or to be made available by us from time to time;

“**RD Technologies**” or “**Group**” means us and all of our group companies from time to time which include RDEZ, RDWT, our affiliates, subsidiaries and associated entities, and a “**member**” of the Group shall be construed accordingly;

“**RDT Services**” means the RD ezLink Services, RD Wallet Services and services and products of any type or nature which may be offered by RD Technologies from time to time;

“**RD Wallet**” means the network-based stored value facility operated by RDWT to provide RD Wallet Services;

“**RD Wallet Services**” means both new and existing services, facilities, products, activities, marketing events and other events hosted, provided or made available by us via RD Wallet from time to time;

“**RDWT**” means RD Wallet Technologies Limited, a company incorporated in Hong Kong with limited liability and the owner and operator of RD Wallet which holds a stored value facility licence (licence number SVF0016) issued by the Hong Kong Monetary Authority; and

“**Website**” means any website(s) that RD Technologies may from time to time maintain.

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

2 APPLICATION OF THESE TERMS

- 2.1 These Terms apply to the use of the Platforms.
- 2.2 We may change any of these Terms at any time by notifying you of such change when you next access a Platform. Any new or amended terms may be displayed on-screen and you may be required to read and accept them to continue your use of that Platform. Alternatively, by continuing to access that Platform after the change, you will be deemed to have accepted the new or amended terms.

3 USE AND UPDATES OF PLATFORMS

- 3.1 We may, from time to time and in our sole discretion, add to, remove or modify any aspect of the Platforms, including any information or materials on the Platforms.
- 3.2 The Platforms can be accessed on an Electronic Device running on an operating system supported and specified by us from time to time.
- 3.3 You acknowledge that you are responsible for ensuring that your Electronic Device meets any minimum requirements prescribed by us. Failure to do so may result in the Platforms malfunctioning or that not all of the RDT Services or features of the Platforms can be utilised. We will not be responsible for your failure to access or use the Platforms if your Electronic Devices do not satisfy the minimum requirements.
- 3.4 We do not charge any fee for the download of the Mobile App or access to the Website. However, we may charge you certain fees and charges for using and accessing the RDT Services. In any event, you will be responsible for such fees and charges, as well as those associated with using the data or internet service on your Electronic Device when you use the Platforms. Please check with your service provider for details on the latter.
- 3.5 By using the Platform, you will be providing us with various information. If applicable, you shall in your capacity as a Customer-side User grant each member of the Group a perpetual, irrevocable, royalty-free license throughout the world to (whether in whole or in part, and for any purpose) use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display any such information for any of the following purposes: (i) identifying and verifying the information of, and conducting client due diligence, anti-money laundering, fraud detection and transaction monitoring procedures on our clients; (ii) designing, maintaining, supporting and enhancing our services; and

(iii) conducting analysis, research and profiling to better understand your needs, preferences, interests, experiences and habits.

4 ACCESS TO AND USE OF THE PLATFORMS AND RDT SERVICES

4.1 In the event that a Platform is not available for any reason whatsoever (whether or not within our control), you shall have no claim whatsoever against the Group.

4.2 You may be required to register as a particular type of user of the electronic customer information repository in the manner specified by us from time to time in order to access all or certain parts of the Platforms.

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

5 YOUR RESPONSIBILITIES

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

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

These must not be reproduced, duplicated, sub-listed or transmitted or used for commercial purposes or framed on a third party's website, and you shall not furnish such data, information or quotes to any other person or entity for any reason; and

- (j) not to access without authority, interfere with, manipulate, damage or disrupt:

- (i) any part of the Platforms;
- (ii) any device or network on which a Platform is stored or accessed;
- (iii) any software used in the provision of the Platforms; or
- (iv) any device or network or software owned or used by any third party.

6 COMMUNICATION

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

7 CONTENT AND THIRD-PARTY SERVICE PROVIDERS

7.1 We are primarily responsible for the technical operation of the Platforms. The RDT Services made available through the Platforms are primarily provided by us and certain other parties with whom we work with.

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

- (a) such information may have been prepared, compiled or produced by (i) us or (ii) a third party;
- (b) (in your capacity as a Customer-side User) such information has not been investigated, verified, monitored or endorsed by us. The Group disclaims all representations and warranties in relation to such information, express or implied, to the fullest extent permitted by law;
- (c) such information is provided on an 'as is' and 'as available' basis, and we do not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of such information and the Group will not bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the information is provided by us or a third party;
- (d) unless otherwise stated, such information does not, is not intended to constitute, and shall not be deemed to constitute, an offer, solicitation or recommendation to any person of any part of the RDT Services; and
- (e) prior to relying or acting on any information, you must read and fully understand its content and its associated risks, and seek independent legal, financial or professional advice where necessary.

7.3 Products and services available on the Platforms are available only at the discretion of RD Technologies (or the relevant member(s) of the Group), subject to the separate terms and conditions on which they are offered and such products and services may be withdrawn or amended at any time without notice. Any information available on the Platforms or otherwise made available to you is for reference only and is not binding.

7.4 To enrich your experience in using the Platforms, we may from time to time make available various services through the Platforms. These may be provided by or in collaboration with third party service providers. You agree and accept that:

- (a) where such services and their contents are provided by a third-party service provider under a separate arrangement, you shall be subject to that service provider's terms and conditions;
- (b) while we will take reasonable steps when selecting such service provider, no assurance or guarantee can be given and no warranty or representation is made as to the service, or its suitability, content, performance, accuracy, reliability or completeness or otherwise;
- (c) under no circumstances will the Group be liable for any damage, whether direct or indirect, incidental or subsequent arising out of the use of and/or from the suspension, disruption or other non-availability of such services, or for any errors or omissions or other problems relating thereto;
- (d) to enable you to use certain services, we may need to transfer some or all of your personal data (as well as the personal data of other persons related to you, including (i) persons who are authorised to act on your behalf, and (ii) your shareholders, directors, officers, controllers and beneficial owners etc.) to the service providers (please refer to clause 13 (*Privacy Policy and Data Collection*) for further details);
- (e) before applying for the relevant services, you should consider and understand the terms and conditions as well as the personal data policy of that service provider;
- (f) it is your sole responsibility to decide (having due regard to the descriptions provided by the service provider) if such services are suitable, whether or not to apply for such services, and whether or not to accept the service provider's terms and conditions and personal data policies (if any); and
- (g) there are no guarantees as to the timeliness, sequence, accuracy or completeness of any data or other information and neither the Group nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information whether or not due to any negligent act of any such person, or to any other cause beyond the reasonable control of any such party.

7.5 Where you have any questions and/or wish to obtain further information and/or clarification regarding any content, product or service provided by a third-party service provider, you should contact that service provider directly.

8 THIRD PARTY WEBSITES AND SOFTWARE

8.1 The Platforms may provide hyperlinks to other third-party websites/software which may or may not be affiliated with, or related to, RD Technologies. They have been included on the Platforms to enhance your user experience and are presented for information purposes only.

8.2 Your use of such websites/software is wholly at your own risk. We are not in any way responsible for the content of any such website/software. You understand that the content, accuracy or opinions provided by such third-party websites/software have not been examined, verified, or approved by us and that we do not give any assurance or guarantee and make no

warranty or representation as to the availability or the continued availability, timeliness suitability, correctness, reliability or completeness of any content in these third party websites/software. By providing hyperlinks to an external website/software, RD Technologies does not and shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the content, including any services, software or products they provide, or to have any form of cooperation with such third parties, unless otherwise expressly stated by us.

8.3 Before accessing these third-party websites/software, you must review the terms and conditions, privacy and cookie policies of these websites/software to understand how your use of that website/software may affect you. We are not a party to any contractual arrangements entered into between you and the provider of the external website/software unless otherwise expressly stated by us.

8.4 We make no representations or warranties as to the accuracy, functionality or performance of any third-party software used in connection with the Platforms or the compatibility of any particular Electronic Device with the Platforms. You agree that neither Apple Inc., Google Inc. nor the provider of any third-party software or service is under any obligation to provide any maintenance and support services for the Platforms. We are not responsible for any third-party software that may be used in connection with the Platforms.

8.5 You acknowledge that the use of any such website/software may be subject to a separate licence agreement with a third party, and your failure to observe the terms of such licence agreement may result in an infringement of their intellectual property rights. You are solely responsible for ensuring that your Electronic Devices meet the system requirements specified by such third party.

9 UPLOADED INFORMATION

9.1 You and other third parties may upload information to, and/or communicate with one another through, the Platforms ("**Uploaded Content**").

9.2 We do not, unless expressly stated otherwise, have access to, monitor, or exercise editorial control over, the Uploaded Content. However, we reserve the right to do so.

9.3 Notwithstanding clause 9.2, we may, from time to time in our sole discretion, remove or disable access to any Uploaded Content without giving anybody any reason or any notice.

9.4 You must not transmit any Uploaded Content that:

- (a) is unlawful, defamatory or in contempt of any legal or other proceedings;
- (b) is untrue, misleading or deceptive;
- (c) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
- (d) denounces any religious or political beliefs;
- (e) includes religious or political materials which is or is likely to be offensive;
- (f) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
- (g) is of a menacing character;

- (h) is likely to encourage crime, public disorder, violence or hatred;
- (i) is likely to damage public health, safety or morals;
- (j) infringes any copyright, trademark, patent or other intellectual property right of another person;
- (k) contains any unsolicited or unauthorised advertising or promotional materials;
- (l) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware (including the Platforms); or
- (m) impersonates any person or misrepresents your relationship with any person.

10 SECURITY

10.1 To access certain or all of the features of the Platforms or the RDT Services, you may need to login as a particular user type.

10.2 It is your sole responsibility to monitor and regularly review the adequacy of your Electronic Devices for accessing and using the Platforms, and security arrangements protecting such Electronic Devices from unauthorised access or use.

10.3 To protect the integrity of the Platforms, you must:

- (a) not use public or shared devices or public Wi-Fi to access the RDT Services or the Platforms;
- (b) not access the Platforms with an Electronic Device that has been (i) infected with malware, (ii) tampered with to the extent that such tampering may cause or increase the chance of information being stolen from or malware being downloaded to the relevant device or (iii) modified outside the Electronic Device or operating system's vendor supported or warranted configurations. This includes Electronic Devices that have been pirated, "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the manufacturer or seller without their approval;
- (c) install the appropriate anti-virus, personal firewall software and other security software to protect the Electronic Device that you use to access the RDT Services and the Platforms;
- (d) only use the Mobile App downloaded from the App Store or the Website, and access the Website through the URL(s) designated and approved by us; and
- (e) to comply with and execute any security measures that we may from time to time impose or advise.

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

- 10.5 You must not access or attempt to access the Platforms with a device that has been (a) infected with malware, (b) tampered with to the extent that such tampering may cause or increase the chance of information being stolen from or malware being downloaded to the relevant device or (c) modified outside the device or operating system's vendor supported or warranted configurations. This includes devices that have been pirated, "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the manufacturer or seller without their approval.

11 TECHNOLOGY-RELATED DISCLAIMER

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

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

- (a) the Platforms and the RDT Services may not meet all of your requirements or expectations;
- (b) access to the Platforms may be subject to interruptions, failures of hardware or software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons;
- (c) features of the Platforms may from time to time be varied;
- (d) to help reduce any of these risks, we may set (and from time-to-time revise) limitations on the RDT Services, the Platforms and user parameters; and
- (e) use of the RDT Services through the Platforms may be restricted by the type, specification and/or configuration of your Electronic Device.

11.3 Communications via the internet and the Platforms may be affected by factors beyond our reasonable control, including a breakdown or failure of communication facilities, inherent technological deficiencies, network traffic congestion or any blockage or interruption, delay, corruption (including software and data) or interception of such communication. You agree that the aforementioned factors (including those stated in clause 11.2 above) may result in failure or delay in all or any part of the Platforms.

11.4 We will not be liable to you for any incompleteness, suspension, failure, interruption, malfunction or delay in the Platforms.

11.5 We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your Electronic Device. We are not responsible for any losses or damages that you may suffer as a result of this. You are solely responsible for ensuring adequate protection and back-up of the Electronic Device and/or any data within such device, taking reasonable and appropriate precautions against computer viruses or other destructive properties and for preventing the transmission of any computer viruses to your Electronic Device.

12 INDEMNITY AND EXCLUSION OF LIABILITY OF THE GROUP

12.1 You shall hold harmless and indemnify the Group, its officers, employees, agents and any other persons appointed by the Group for dealing with or against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer (whether or not foreseeable), and all costs and expenses of reasonable amounts and reasonably incurred by any of them (including all legal costs and expenses, whether those of the Group's internal legal advisors or those resulting from the appointment of external legal counsel) as a result of or in connection with:

- (a) your failure to comply with these Terms or any Additional Terms;
- (b) your fraudulent or negligent usage of a Platform;

- (c) your failure to comply with the terms of any separate agreement which apply to your use of the Platforms; or
 - (d) your use, download, presence of, suspension, disruption and/or other nonavailability of any content, website, software or services provided by a third party.
- 12.2 If it is finally and judicially determined (such determination being no longer subject to any appeal) that any claims, suits, actions, proceedings, losses, damages, obligations, liabilities or amounts set out in clause 12.1 was caused by the fraud, gross negligence or wilful default of (a) the Group, (b) the Group's agents or nominees or (c) the Group's officers or employees or that of the Group's agents or nominees, then you are not liable under clause 12.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such fraud, gross negligence or wilful default.
- 12.3 To the maximum extent permitted under Applicable Laws, the Group shall have no liability for any claims, suits, actions, proceedings, losses, damages, obligations or liabilities suffered or incurred by you or any other person (such as any action, proceeding, loss, claim or damage in respect of (a) loss of revenue, profits or opportunity, (b) loss of anticipated savings, (c) damage to reputation or goodwill, and (d) any direct loss or other special, consequential, indirect, punitive or exemplary loss or damage) arising out of or in connection with your use of the Platforms or the RDT Services, whether characterized in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if the Group have been advised of the possibility of or could have foreseen any of such damages.
- 12.4 For the purpose of this clause 12, "gross negligence" means an act or failure to act (whether solely, jointly or concurrently) which seriously and substantially deviates from a diligence course of action and which is in reckless disregard of or indifferent to foreseeable harmful consequences.
- 12.5 This clause 12 shall survive the termination of these Terms and continue even after the termination of your use of the RDT Services or the Platforms.

13 PRIVACY POLICY AND DATA COLLECTION

- 13.1 When you register for or access a Platform and/or subscribe for certain RDT Services through a Platform, we will collect and store your and/or your personnel's personal data, which will be used for various purposes. Please refer to (a) our Privacy Policy Statement and (b) the relevant Personal Information Collection Statement or other notice/statement for collection of personal information, as revised from time to time for further details.
- 13.2 By using a Platform, you consent to the following (and in the context of your provision to us of another person's data, you represent and warrant that such other person has consented to the following):
- (a) our collection and use of personal data in accordance with (i) our Privacy Policy Statement and (ii) the relevant Personal Information Collection Statement or other notice/statement for collection of personal data, as applicable from time to time;
 - (b) our collection and use of the technical information about your and their devices and related software, hardware and peripherals to improve the effectiveness of the Platforms and the RDT Services; and

- (c) certain Uploaded Content or information provided by you will be recorded on a blockchain, and if so, will be incapable of erasure.

13.3 Unless otherwise agreed by RD Technologies (or the relevant members of the Group) in writing or required by Applicable Laws, you agree that RD Technologies (or the relevant members of the Group) does not owe a duty of confidentiality towards you in respect of any information or materials that you may submit to RD Technologies or transmit through the Platforms.

14 INTELLECTUAL PROPERTY RIGHTS AND INFORMATION OWNERSHIP

14.1 You acknowledge that no right, title or interest other than the right to access the Platforms in accordance with these Terms is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.

14.2 All content and information displayed on the Platforms, including text, software, scripts, code, designs, graphics, photos, sounds, videos, applications, interactive features, trademarks, service marks, copyright, trade names and logos, is subject to copyright, trademark and other proprietary rights and laws. It is owned by, controlled by or licensed to RD Technologies (or the relevant members of the Group) and/or other relevant third parties.

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

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

15 SERVICE AVAILABILITY AND TERMINATION

15.1 We reserve the right to, at any time and from time to time without giving notice or reason, vary, change, update, restrict, suspend, withdraw or terminate (a) the availability or any feature or functionality of the Platforms or (b) your access in respect of all or any parts of the Platforms.

15.2 The Group will not assume any liabilities or responsibilities for any variation, change, update, restriction, suspension, withdrawal or termination of the RDT Services, the Platforms or any of its features or functionalities as described in this clause 15.

16 SPECIFIC CLAUSES RELATING TO THE MOBILE APP

16.1 From time to time, updates to the Mobile App may be issued through the App Stores or elsewhere. Depending on the update, you may not be able to use the Mobile App until you have downloaded the latest version of the Mobile App and accepted any new or amended terms. To make sure that you always have access to the Mobile App and the RDT Services through the Mobile App, you should keep the Mobile App updated.

16.2 You must delete the Mobile App from your Electronic Device before you change your Electronic Device or dispose of it.

16.3 The Mobile App may send you push notifications. You can turn off this functionality at any time by turning off the push notifications services on your Electronic Device. We will ask for your consent before we send you push notifications. You may withdraw this consent at any time by turning off the push notification services on your Electronic Device.

16.4 We grant you a personal, revocable, non-transferable and non-exclusive licence to use the Mobile App on your Electronic Device, subject to these Terms, the Additional Terms, the App Store Rules as well as any other applicable terms and conditions that we may notify you from time to time.

17 GENERAL

17.1 We may assign and transfer our rights and obligations under these Terms to any person, but this will not affect your rights or our obligations under these Terms.

17.2 Without our consent, you may not transfer your rights or obligations under these Terms to another person.

17.3 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it.

17.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any subsequent default by you.

17.5 Each of the conditions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

17.6 Except as expressly set out in these Terms, no person other than you and RD Technologies (or the relevant member(s) of the Group) will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms.

17.7 In the event of any conflict or discrepancy between:

- (a) the English version and Chinese version of these Terms, the English version shall prevail;
- (b) these Terms on the one hand, and the RD ezLink Terms and Conditions for FI Partners, the RD ezLink Terms and Conditions for Non-FI Partners, the RD ezLink Terms and Conditions for Business Users and the RD ezLink Terms and Conditions for Individual Users on the other hand, these Terms shall prevail insofar as the use of any Platform is concerned;
- (c) these Terms on the one hand, and the Terms and Conditions for RD Wallet and the User Terms and Conditions for RD Wallet on the other hand, these Terms shall prevail insofar as the use of any Platform is concerned;

- (d) the App Store Rules and these Terms, these Terms shall prevail insofar as the use of the Mobile App is concerned; and
- (e) where any open-source software is included in the Platforms, the terms of the open-source licence and these Terms, the terms of the open-source licence shall prevail insofar as the open-source software is concerned.

18 GOVERNING LAW AND JURISDICTION

18.1 These Terms shall be governed by and interpreted in accordance with the laws of Hong Kong.

18.2 For the benefit of RD Technologies, and subject to clause 18.3, you and RD Technologies (or the relevant member(s) of the Group) irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Terms, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the Hong Kong courts.

18.3 Nothing in this Clause 18 shall limit the right of RD Technologies (or the relevant member(s) of the Group) to bring proceedings, including third party proceedings, against you in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by Applicable Laws.

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