

## **RD ezLink Terms and Conditions for Business Users**

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## **RD ezLink Terms and Conditions for Business Users (the "Business User Terms")**

**PLEASE CAREFULLY READ THE BUSINESS USER TERMS BEFORE USING THE RD EZLINK SERVICES. BY CREATING A BUSINESS PROFILE AND/OR USING THE RD EZLINK SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.**

### **Part 1 – General Terms and Conditions**

#### **1 Interpretation and Definitions**

Unless otherwise defined, terms used in the Business User Terms (including the Schedules) are defined in the Schedule 1. The rules for interpreting the provisions of the Business User Terms are also set out in Schedule 1.

#### **2 Provision and use of the RD ezLink Services**

- 2.1 To be eligible to use the RD ezLink Services, the Business User shall create, amend or supplement its Business Profile in the RD ezLink by providing and/or uploading, through a Platform or any other means as RDEZ may specify from time to time, the information and documents requested by RDEZ from time to time.
- 2.2 RDEZ may offer RD ezLink Services on such terms and conditions as RDEZ may specify from time to time. RDEZ has the right to do all or any of the following from time to time:
  - (a) introduce new (or new types of) RD ezLink Services or new features in them;
  - (b) expand, modify, reduce, suspend or terminate any existing (or existing types of) RD ezLink Services or any features in them, such as to remove the Business Profile or to require the Business User to remove its Business Profile; and
  - (c) impose and vary any restrictions on the use of the RD ezLink Services.
- 2.3 By submitting a request to create, amend or supplement the Business Profile, the Business User agrees to be bound by the Business User Terms, which will apply in conjunction with any additional terms and conditions that RDEZ may impose from time to time.

#### **3 Collection, use and sharing of the Business User's Information**

- 3.1 This Clause 3 explains how RDEZ will use the Business User's Information. For the avoidance of doubt, Part 6A of the PDPO shall not apply to the use of Personal Data (having incorporated from an Individual Account to form part of a Business Profile and thus constitutes Business Users' Information) for direct marketing purpose by RD Technologies (or RDEZ) targeted at the Business User or the representatives of a Business User.
- 3.2 The Business User shall:

- (a) ensure that, before any Related Person provides Personal Data to RDEZ, such person has read and understood the PDPO Notices and agreed to be bound by them, and where the provision of Personal Data by any Related Person to RDEZ is for the purpose of opening an Individual Account, such person understood that by agreeing to create a Business Profile on the Platform for the Business User, or successfully 'linking' or 'connecting' the Individual Account with a Business Profile, the Personal Data contained in the Individual Account will form a part of the Business Profile and constitute Business User's Information, hence may be used by RD Technologies (or RDEZ) for direct marketing purpose targeted at the Business User or such person who act in the capacity of a representative of the Business User;
- (b) promptly provide or upload all Business User's Information to the RD ezLink via a Platform or any other means as RDEZ may specify from time to time, as requested by RDEZ, an RD ezLink Partner or a Connected RD ezLink Partner from time to time;
- (c) upon any change to any Business User's Information, promptly provide such updated information or documents to the RD ezLink via a Platform or any other means as RDEZ may specify from time to time, and in any event within fourteen (14) days of the change; and
- (d) take such steps as are required from time to time for the purposes of any Applicable Laws to permit RDEZ to use, store, disclose, process and transfer any Business User's Information in the manner set out in the Business User Terms.

3.3 Business User's Information may be requested by RDEZ, any RD ezLink Partner or Connected RD ezLink Partner or other parties on their behalf, who may collect, use and share such Business User's Information for their own purposes. The Business User's Information may have been collected from the Business User itself or its Related Person directly, from a person acting on behalf of the Business User or a Related Person, from other sources (including from publicly available information) and it may be generated or combined with other information available to RDEZ (including those derived from verifying the Business User's Information).

3.4 The purposes for which Business User's Information may be used by RDEZ are as follows:

- (a) considering the Business User's application for the RD ezLink Services;
- (b) creating and maintaining the Business Profile and providing the RD ezLink Services to the Business User;
- (c) complying with any Compliance Obligations or contractual obligations, requirements or arrangements that RDEZ is expected to comply with;
- (d) matching against any data held by RDEZ or for whatever purposes (whether or not with a view to taking any adverse actions against you); and

- (e) such other purposes set out in the PDPO Notices applicable to Personal Data as if they would apply in full in this Clause 3 to non-Personal Data.
- 3.5 Business User's Information will not be disclosed to anyone (including any RD ezLink Partner), other than where:
  - (a) RDEZ is required to disclose the same under the Applicable Laws;
  - (b) RDEZ has a public duty to disclose;
  - (c) the interests of RDEZ require such disclosure;
  - (d) the disclosure is made with the consent or authorisation of the Business User or the relevant Related Person, or is expressly provided under this Business Users Terms; or
  - (e) the disclosure is made to the class of recipients set out in the PDPO Notices as if the PDPO Notices would apply to such Business User's Information (who may also use, transfer and disclose such information for the purposes set out therein).
- 3.6 Where (i) you fail to provide promptly any Business User's Information as may be requested by us or any RD ezLink Partner (including any Connected RD ezLink Partner), (ii) you withhold or withdraw any consents that we may need to process, transfer or disclose any Business User's Information for the purposes set out herein (except for purposes connected with marketing or promoting products and services to you), or (iii) we have suspicions regarding Financial Crime or an associated risk, we may:
  - (a) make our own judgment with respect to your status;
  - (b) take actions necessary for us to meet the Compliance Obligations; and
  - (c) be unable to provide, or continue to provide, all or any part of the RD ezLink Services and reserve the right to terminate our relationship with you and/or each Individual User.
- 3.7 RDEZ is authorised to provide the Business User's Information to any Individual User or director of the Business User or such other person whom RDEZ is reasonably satisfied as being a member of the Business User's governing body.
- 3.8 This Clause 3 shall continue to apply notwithstanding the termination or removal of the Business Profile or the RD ezLink Services.

#### **4 Instructions**

- 4.1 Instructions may be given by the Business User to RDEZ via a Platform or any other means as RDEZ may specify from time to time, such as to authorise RDEZ to share its Business Profile with a Connected RD ezLink Partner or to subsequently revoke such authorisation. RDEZ has the right to, where applicable, accept or refuse any

Instruction and to prescribe any standard, condition or procedure for accepting an Instruction without giving any reason or prior notice to the Business User.

- 4.2 All Instructions given by any Individual User shall be deemed to have been given or made on the Business User's behalf (without any need of further confirmation by RDEZ) and shall be binding on the Business User.
- 4.3 The Business User acknowledges that each Individual User has been duly authorised by the Business User to create, access, edit, maintain and share the Business Profile and/or to give an Instruction on its behalf, subject to any restrictions imposed by the Business User and approved by RDEZ. Each Individual User shall have the proper and valid authority to deal with RDEZ until RDEZ has received from the Business User effective written revocation of their authority pursuant to such procedures as prescribed by RDEZ from time to time and RDEZ has been given a reasonable time to act on such revocation.
- 4.4 RDEZ is authorised to accept an Instruction if RDEZ believes in good faith that such Instruction is given by the Business User, any Individual User, any person authorised by the Business User or any person purporting to or appearing to act on behalf of the Business User. RDEZ shall have no duty to verify the identity or authority of the person giving an Instruction or the authenticity of such Instruction, apart from verifying the Login Details and/or such other identifiers of the Business User and the scope of authority granted to such person to the extent RDEZ considers necessary. Such Instructions received shall be binding upon the Business User.
- 4.5 The Business User agrees that RDEZ may regard each of the Business User's Instructions as a separate Instruction and is entitled to act on each such Instruction notwithstanding that it is or appears to be in conflict with or appears to be a duplicate of another Instruction.
- 4.6 Any Instruction, once given by the Business User, may not be amended, revoked or withdrawn without the consent of RDEZ. RDEZ may, but is not obliged to, act on a request to cancel or amend an Instruction. RDEZ may have fully executed the underlying Instruction or it may have insufficient time or it may be unable to cancel or amend an unexecuted or a partly executed Instruction for any reason. Any such Instruction acted on by RDEZ in good faith shall be irrevocable and binding on the Business User, even if it is unintentional, incorrect, false or unclear, or it has not been given or authorised by the Business User. If a dispute arises at any time in relation to the contents of any Instruction, RDEZ's relevant records shall be conclusive evidence of such contents.
- 4.7 In addition to all other rights conferred on RDEZ under the Business User Terms, RDEZ has the right to delay acting or not to act on an Instruction or any part of an Instruction without giving prior notice to the Business User, including under any of the following circumstances:
- (a) if, in RDEZ's reasonable opinion, the Instruction is unclear, ambiguous, incomplete, contains any error or conflicting with other Instructions, or may have been withdrawn or revoked or have expired;

- (b) if the Instruction is not given in a form or by such means or manner which is acceptable to RDEZ;
- (c) if RDEZ is unable to act on the Instruction due to any reason beyond its reasonable control;
- (d) if, in RDEZ's reasonable opinion, the Instruction is not consistent with or in breach of any Applicable Laws or any provision of the Business User Terms; and
- (e) if RDEZ suspects the authenticity of an Instruction or the authority of the person giving it.

4.8 All Instructions and other communications given by the Business User to RDEZ through electronic means (such as those made via a Platform), which are digitally signed or otherwise given in accordance with the procedures imposed by RDEZ from time to time relating to the giving of electronic Instructions and communications, shall have the same legal effect, validity and enforceability as if such Instructions and communications were signed by you in writing and physically delivered to RDEZ.

## **5 Records**

5.1 In the course of providing the RD ezLink Services, RDEZ is authorised to record all Instructions or communications in the RD ezLink between: (a) RDEZ and the Business User, an Individual User or any person acting or purporting to act on the Business User's behalf; and (b) a Connected RD ezLink Partner or an RD ezLink Partner and the Business User, an Individual User or any person acting or purporting to act on the Business User's behalf, and to retain those recordings or records for a period of time as RDEZ considers necessary.

5.2 The Business User may access the Records in connection with the Business Profile or the Business User's use of the RD ezLink Services, through a Platform or such other means as determined by RDEZ from time to time.

5.3 All Records will be made available to the Business User electronically via a Platform or such other means as determined by RDEZ from time to time. Where the relevant functions are available, the Business User agrees to download, save or print the Record in a timely manner. Such Record may be removed by RDEZ from such Platform following the expiry of a period designated by RDEZ from time to time.

## **6 Fees, charges; Costs and expenses**

6.1 In consideration of and as compensation for the Business User's use and access to the RD ezLink Services, the Business User shall pay to RDEZ certain Fees specified by RDEZ on a Platform from time to time. The Business User shall also pay RDEZ all applicable fees and charges, and costs and expenses reasonably incurred by RDEZ in relation to its use of any RD ezLink Services or the Business Profile (if any).

- 6.2 The applicable Fees are determined by RDEZ at its sole discretion and may be revised by RDEZ and notified to the Business User from time to time.
- 6.3 Any fees, charges, costs and expenses referred to in this Clause 6 shall be paid by the Business User on the due date specified by RDEZ or on demand by RDEZ and in each case, in such amount(s) and in such currency as RDEZ shall determine or specify from time to time.
- 6.4 If RDEZ is required to convert one currency to another currency as required or appropriate under the Business User Terms, such conversion will be affected at RDEZ's prevailing exchange rate at the time of conversion.
- 6.5 All payments by the Business User shall be made to RDEZ without any set-off, counterclaim or condition and free and clear of all present and future Taxes, withholdings or deductions of any nature except that, if the Business User is compelled by the Applicable Laws to make such withholding, the sum payable by the Business User shall be increased so that the amount actually received by RDEZ is the amount it would have received had there been no withholding. For the avoidance of doubt, any Tax imposed by an Authority on any such payments shall be borne by the Business User.

## **7 Business User's Undertakings, Representations and Warranties**

- 7.1 The Business User undertakes to, and shall procure each Individual User to, use the RD ezLink Services in accordance with all Applicable Laws, the Business User Terms, the Platform Terms of Use and any user guides applicable to the RD ezLink Services, the RD ezLink and the Business Profile, any other agreement between the Business User or an Individual User and RDEZ and other terms and conditions stipulated by RDEZ from time to time, each as may be amended and supplemented by RDEZ from time to time.
- 7.2 The Business User represents and warrants that:
- (a) it is a corporation duly incorporated and validly existing under the law of its jurisdiction of incorporation;
  - (b) it has not been, or is, in the process of being dissolved, struck-off, wound-up or liquidated;
  - (c) none of (i) it, (ii) any Individual User; (iii) any of its subsidiaries or (iv) any of its directors, officers, employees, agents or affiliates or that of any of its subsidiaries is an individual or entity (a "**Sanctioned Person**") that is, or owned or controlled by Sanctioned Persons that are, the subject of any sanctions administered or enforced by any Authority (collectively, "**Sanctions**") or located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions;
  - (d) it has complied with, and shall continue to comply with, and shall procure that each Related Person has complied with and shall continue to comply with



all Applicable Laws and all Tax obligations in all jurisdictions in which those obligations arise;

- (e) all information and documents provided by it or by a Related Person or by any person on their behalf to RDEZ (including all Business User's Information) are accurate, correct, complete, up-to-date and are in full force and effect;
- (f) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into and perform the Business User Terms, and any transactions contemplated by the Business User Terms; and
- (g) the entry into and performance by the Business User of the Business User Terms do not and will not violate or conflict with: (i) any Applicable Laws including, but not limited to, any anti-corruption and public procurement laws and regulations, any agreement or instrument to which the Business User is a party to or by which it is bound; or (ii) the Business User's constitutional documents;
- (h) in the event that a party receives any request, or demand, for any undue financial or other advantage of any kind in connection with its performance under the Business User Terms, such party shall promptly notify the other party;
- (i) the Business User will cooperate in good faith with RDEZ and its representatives in the event of any actual, or potential, violation of any Applicable Laws, or any breach of representations, warranties or covenants hereunder, by it, its directors, officers, employees or agents including providing access to its owners, directors, officers, employees or agents for interviews; and
- (j) each of the abovementioned representations and warranties will remain true and correct throughout the duration of the Business User Terms.

7.3 If the Business User is established or registered in the PRC or may otherwise be potentially subject to the requirements imposed by China Financial Certification Authority (CFCA), the Business User confirms that it has read, understood and agreed to be bound by the "CFCA Digital Certificate Service Agreement" (《CFCA 数字证书服务协议》) and the "Security Tips for Digital Certificate Use" (《数字证书使用安全提示》).

## **8 Termination or suspension**

8.1 The Business User remains responsible for performing and discharging its obligations and liabilities incurred or accrued before or at the time of any suspension or termination described in this Clause 8.

8.2 Subject to Clause 8.3 of this Part, the Business User may delete or terminate its Business Profile and/or use of the RD ezLink Services at any time by giving notice to RDEZ via the means specified by RDEZ from time to time. The period of notice to be

given by the Business User under this clause shall be determined by RDEZ from time to time.

- 8.3 If the Business Profile of the Business User has been shared with or transferred to a Connected RD ezLink Partner pursuant to Clause 4.4 of Part 3 below, the Business User cannot delete or terminate its Business Profile until and unless the revocation request is accepted and fully processed by the Connected RD ezLink Partner under Clause 4.6 of Part 3 below.
- 8.4 RDEZ may, with or without giving the Business User any notice or reason, modify, remove, suspend, discontinue or terminate the provision of the Business Profile, Individual Account, the RD ezLink Services, the Content, any Platform or any communication channel, whether in whole or in part and whether general or with respect to specific persons.
- 8.5 Without prejudice to Clause 8.4 of this Part and any overriding right of RDEZ to terminate the Business User Terms without giving the Business User any notice or reason, RDEZ may terminate the Business User Terms with immediate effect by giving the Business User notice upon the occurrence of any of the following events:
- (a) the Business User or any Individual User is in breach of any undertaking, representation or warranty in or provision of the Business User Terms, the Individual User Terms or any other applicable terms and conditions and agreements;
  - (b) there is any breach or failure (or suspected breach or failure) by the Business User and/or any Related Person to observe any Applicable Laws;
  - (c) the Business Profile, the RD ezLink or the RD ezLink Services is being used or is suspected of being used for any illegal purpose or activity in any jurisdiction;
  - (d) if any action under any provision of any Applicable Laws relating to insolvency or bankruptcy (or other analogous procedures) is filed by or against the Business User and such action is not dismissed within sixty (60) days of the filing;
  - (e) the Business User has a receiver or trustee (or other analogous officer) appointed in respect of it or substantially all of its assets or property and such appointment is not withdrawn within sixty (60) days of the date of the appointment;
  - (f) the Business User makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything analogous to the foregoing or the other party ceases to carry on business;
  - (g) it is necessary or useful in RDEZ's opinion to terminate the Business User Terms to prevent the violation of any Applicable Laws, internal policies or

procedures established by RDEZ in accordance with the Applicable Laws or good market practice; or

- (h) in the event of a reorganisation, merger, consolidation or sale or other disposition of substantially all of the assets of the Business User.

8.6 Upon the removal or termination of the Business Profile or the RD ezLink Services or the termination of the Business User Terms for any reason, RDEZ shall cease to have any further obligation to provide any benefit or services to the Business User in respect of the Business Profile or otherwise. In particular:

- (a) the Business User's rights to use the RD ezLink and the RD ezLink Services shall cease;
- (b) the Business User shall immediately inhibit all access to the RD ezLink and the RD ezLink Services (and any such access by its Related Persons); and
- (c) (upon termination of the Business User Terms for any reason) all amounts due or owing by the Business User to RDEZ shall become immediately due and payable.

8.7 If all or any part of the RD ezLink Services or the Business Profile is removed, suspended or terminated for any reason whether by the Business User or by RDEZ, RDEZ has the right to, without giving notice to the Business User:

- (a) cancel or terminate any Instruction or any part of an Instruction which has not been executed by RDEZ at the time of removal, suspension or termination (as the case may be); or
- (b) execute any Instruction on the Business User's behalf before the removal, suspension or termination.

8.8 We have the right to restrict or impose conditions for using, accessing or operating the Business Profile, Individual Account or RD ezLink Services (as the case may be) if it has been inactive for a certain period of time as determined by us.

8.9 Unless we have received specific contrary instructions from the Business User, we have the right to remove, close or terminate the Business Profile and/or an Individual Account if it remains inactive for a period of time set by us from time to time.

## **9 Limitation of Liabilities**

9.1 RDEZ will take reasonably practicable steps to ensure that its systems in connection with the RD ezLink and the RD ezLink Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any Applicable Laws and prevailing market practices which may be applicable to RDEZ from time to time. However, the Business User accepts that:

- (a) the internet may not always be a reliable medium of communication;

- (b) a Platform may not meet all the requirements or expectations of the Business User;
  - (c) Instructions may be subject to delays, misunderstandings and errors in transmissions, executions and communications or interruptions from time to time; and
  - (d) the operation, functionality and reliability of the RD ezLink, the RD ezLink Services and/or a Platform may be subject to interruptions or variation and/or require periodic modifications and improvements from time to time.
- 9.2 The Business User agrees that neither RDEZ nor its affiliates or group members nor any of their respective directors, employees, consultants, contractors or agents shall be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential loss or damage or expense of any kind, whether based on contract, tort or otherwise which arises out of or are in any way connected with the Business User Terms, the Business User's use or inability to use or access the Business Profile, a Platform, the RD ezLink or the RD ezLink Services, and whether such loss, damage or expense is caused by negligence or otherwise, and whether RDEZ has any control over the circumstances giving rise to the claim or not.
- 9.3 Nothing in the Business User Terms shall exclude liability for death or personal injury caused by RDEZ's negligence. All terms expressed or implied by statute or otherwise are hereby excluded to the fullest extent permitted by Applicable Laws.

## **10 Indemnity**

- 10.1 The Business User agrees to hold harmless and indemnify RDEZ and any of its affiliates and each of its respective officers, employees, agents, consultants, contractors and representatives ("**RDEZ Parties**") against any and all Losses suffered or incurred by any of them (whether or not foreseeable) arising out of or in connection with:
- (a) the use of the RD ezLink, the RD ezLink Services or any Platform by the Business User or its Related Persons;
  - (b) claims, proceedings or actions made or brought against it by any third party arising out of any breach by the Business User or its Related Persons of any of its obligations to such third party hereunder;
  - (c) any act or omission by the Business User or anyone acting on its behalf that violates any Applicable Laws;
  - (d) any breach by the Business User or anyone acting on its behalf of any representation, warranty or provision under Business User Terms;
  - (e) RDEZ's maintenance or operation of the Business Profile, RD ezLink Services, the RD ezLink or any Platform;

- (f) RDEZ accepting or acting (or not accepting or acting) on any Instruction or any revocation, cancellation, alteration of or delay in executing any such instruction in full or in part for any reason;
- (g) (with respect to any Content or communications transmitted between the RD ezLink Partner and a Business User through the RD ezLink) any failure to transmit or receive any Content or communications to or from a Business User or an RD ezLink Partner through the RD ezLink for any reason;
- (h) failure of the Business User or any person acting on its behalf to safeguard the Electronic Devices or Login Details; and
- (i) RDEZ preserving or enforcing its rights under the Business User Terms (including commencing legal proceedings), or complying with its obligations under the Business User Terms,

unless such Losses are caused directly by the gross negligence, wilful default or fraud of any RDEZ Parties.

- 10.2 This indemnity shall continue after the termination or removal of the RD ezLink Services or the Business Profile.

## **11 Amendments**

- 11.1 RDEZ may add, delete, change or revise the Business User Terms and any other terms and conditions governing the use of the RD ezLink and the RD ezLink Services from time to time. Any addition, deletion and amendments to the Business User Terms shall become effective upon RDEZ giving reasonable notice to the Business User.
- 11.2 Alternatively, RDEZ may give notice to the Business User by posting it on each Platform or by such other means as RDEZ thinks fit, and any such amendments shall be binding on the Business User if the Business User continues to operate and maintain the Business Profile or use the RD ezLink or the RD ezLink Services on or after the effective date of any such amendment.

## **12 Communications**

- 12.1 RDEZ shall be entitled to prescribe from time to time the form and channel of communication with the Business User.
- 12.2 All notices or communications shall be in writing. A party will be deemed to have received a notice or communication given by the other: (a) at the time of personal delivery or leaving it at the address last notified in writing by one party to another (if delivered personally); (b) forty-eight (48) hours after posting it to the abovementioned address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post, registered mail or courier); or (c) immediately after emailing it to the email address last notified in writing by one party to another (if sent by email).

### **13 Severability**

Each of the provisions of the Business User 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.

### **14 Waiver**

No act, delay or omission by RDEZ, at any time, shall affect its rights, powers and remedies under the Business User Terms or any further or other exercise of such rights, powers and remedies at any time thereafter. The rights, powers and remedies of RDEZ under the Business User Terms are cumulative and not exclusive of the rights, powers and remedies provided by law.

### **15 Assignment**

- 15.1 The Business User is not entitled to assign or otherwise transfer any of its rights, obligations or benefits under the Business User Terms without the prior written consent of RDEZ.
- 15.2 RDEZ is entitled to assign or otherwise transfer any of its rights, obligations and benefits under the Business User Terms to any successor entity, affiliate or other person at its sole discretion.

### **16 No Breach**

Notwithstanding anything to the contrary, nothing in the Business User Terms obliges us or you to do or omit to do anything if it would or might in our reasonable opinion constitute a breach of (a) any of our policies, (b) any Applicable Law, or (c) any order or sanction of or imposed by any Authority.

### **17 Entire Agreement**

- 17.1 The Business User Terms constitutes the entire agreement between RDEZ and the Business User and replaces all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 17.2 No party has relied on any oral or written communication, proposal, representation or warranty made, or purportedly made, by the other party or on its behalf except as set out in the Business User Terms.

### **18 No Third Party Rights**

Except as expressly provided in the Business User Terms, a person who is not a party to the Business User Terms has no right under the Contracts (Rights of Third Parties)

Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of the same.

## **19 Inconsistency**

19.1 In the event of any conflict or discrepancy between:

- (a) the English version and Chinese version of the Business User Terms, the English version shall prevail; and
- (b) the Individual User Terms and the Business User Terms, the Business User Terms shall prevail.

## **20 Governing Law and Jurisdiction**

20.1 The Business User Terms shall be governed by and interpreted in accordance with the laws of Hong Kong and the Business User submits to the exclusive jurisdiction of the Hong Kong courts.

20.2 Notwithstanding Clause 20.1 of this Part, RDEZ shall not be prevented from taking proceedings relating to any dispute arising out of or in connection with the Business User Terms (including any dispute relating to a non-contractual obligation arising from or in connection with the Business User Terms and any dispute regarding the existence, validity or termination of the Business User Terms) and/or enforcing the Business User Terms in the courts of any competent jurisdiction.

## **Part 2 - Application Representatives and Profile Controllers**

### **1 Application**

This Part applies to the appointment and removal of and regulates the conduct of Application Representatives and Profile Controllers.

### **2 Appointment and removal of Application Representatives and Profile Controllers**

2.1 The Business User understands that, in accordance with the procedures prescribed by RDEZ from time to time, it:

- (a) shall appoint one Application Representative at a time;
- (b) shall appoint at least one Tier 1 Profile Controller; and
- (c) may, but is not obliged to, appoint one or more Tier 2 Profile Controllers.

2.2 The Business User understands that:

- (a) if it wishes to terminate the appointment of an Application Representative and appoint a new Application Representative during the application stage, it must withdraw or abandon the application made by that Application Representative to create a Business Profile in a manner prescribed by RDEZ from time to time. A new application to create the Business Profile can then be submitted by the new Application Representative;
- (b) any Tier 1 Profile Controller can only be appointed with the approval of the Business User during the application stage ("**Initial Tier 1 Profile Controller**"); and
- (c) upon successful application and creation of a Business Profile, any Tier 1 Profile Controller (regardless of whether he/she is an Initial Tier 1 Profile Controller) is authorised to appoint or remove any type of Profile Controller, and any such appointment or removal shall be notified to RDEZ according to such procedures as RDEZ may prescribe from time to time.

### **3 Security Measures**

3.1 The Business User shall appoint, according to such procedures as RDEZ may prescribe from time to time, Individual Users to, amongst other things, create, edit, maintain and share the Business Profile. The Business User acknowledges that it will act through the Individual Users to, amongst other things, create, edit, maintain and share the Business Profile and use the RD ezLink Services on the Business User's behalf.

3.2 The Business User shall, and shall procure each Individual User to, comply with all requirements, instructions and recommendations relating to security for the use of the Platforms, the Business Profile, the RD ezLink and the RD ezLink Services as RDEZ may prescribe from time to time, which includes the Platform Terms of Use, the



Individual User Terms and all the security procedures established by RDEZ for the abovementioned.

- 3.3 The Business User agrees to be responsible for setting up, maintaining and regularly reviewing security measures in relation to the access to and use of the Platforms, Business Profile, Individual Accounts, the RD ezLink and the RD ezLink Services by its Individual Users, including security measures relating to the control and use of and access to any Electronic Devices and each Individual User's Login Details.
- 3.4 Each of the Login Details will remain effective until changed or cancelled by the Individual User or the Business User in accordance with such procedures as prescribed by RDEZ from time to time and the change or cancellation is accepted by RDEZ.
- 3.5 If the Business User or a Profile Controller suspects any impropriety on part of another Individual User in connection with the use and maintenance of the Business Profile, the Platforms, the RD ezLink, the RD ezLink Services or Individual Account or where an Individual User resigns or departs from the Business User, the Business User shall, and shall procure a Profile Controller to, immediately: (a) notify RDEZ; (b) take all necessary steps to terminate that Individual User's access to the Platforms, the Business Profile, the RD ezLink and any RD ezLink Services; and (c) to the extent necessary, replace that Individual User with a new Individual User, where necessary.
- 3.6 Without prejudice to Clause 3.5 of this Part, if the Business User suspects any impropriety in connection with the use of the Business Profile, the Platforms, the RD ezLink, any RD ezLink Services or an Individual Account, the Business User shall immediately (a) notify RDEZ; and (b) implement such rectification measures as may be reasonably imposed by RDEZ.
- 3.7 The Business User shall, and shall procure each Individual User to, immediately notify RDEZ if any of them have knowledge or suspicion of any of the following: (a) accidental or unauthorised access to the RD ezLink, any RD ezLink Services, a Platform or an Individual Account or unauthorised use or loss of any Electronic Devices used to access the Business Profile, the RD ezLink or any RD ezLink Services; (b) unauthorised Instructions; or (c) an unauthorised person is aware or has knowledge of any Login Details. Following the occurrence of any of the foregoing, the Business User shall ensure that each such Individual User immediately changes his Password and other security details used to access the Platforms or the Business Profile.
- 3.8 The Business User shall be responsible for all unauthorised Instructions involving the use of any Login Details prior to RDEZ receiving the notice referred to in Clause 3.7 of this Part and RDEZ having a reasonable opportunity to take the appropriate actions in respect of such notice.

#### **4 Authorisations**

- 4.1 The scope of access and usage rights that may be designated by the Business User to each Individual User, in connection with such Individual User's operation of the Individual Account and the Business Profile, is determined by RDEZ and published on

the Platform from time to time. RDEZ may specify that some access and usage rights are mandatory and must be designated to an Individual User.

- 4.2 The Business User understands that it may designate certain types of Individual Users to have greater powers or usage rights compared to other types of Individual Users, such as the power to appoint or remove other Individual Users.
- 4.3 It is the Business User's responsibility to define access and usage rights of each Individual User and keep each Individual User's profile updated from time to time, whether or not such Individual User is an employee or agent of the Business User. The Business User shall be bound by its designation of all Individual Users' profiles. The Business User shall ensure that, at all times, each Individual User has the necessary powers and authorisations required for accessing the Platforms and the Business Profile and using RD ezLink Services on behalf of the Business User.
- 4.4 The Business User shall notify RDEZ immediately of any appointment of any new Individual User or cessation of appointment of any Individual User in accordance with such procedures as RDEZ may prescribe from time to time. However, such appointment or cessation of appointment shall not be effective until RDEZ has accepted the appointment or cessation of appointment and notified the Business User of the same.

## **Part 3 – RD ezLink Services**

### **1 Application**

This Part applies to the Business User's creation, maintenance and use of the Business Profile in the RD ezLink and its use of the RD ezLink Services generally.

### **2 General**

2.1 When using the RD ezLink Services, the Business User can, through a Platform or any other means RDEZ may specify from time to time:

- (a) create, access, amend and maintain the Business Profile in the RD ezLink;
- (b) give Instructions to RDEZ, such as authorising RDEZ to share the Business Profile with a Connected RD ezLink Partner or revoking such authorisation by instructing RDEZ to cease sharing the Business Profile with a Connected RD ezLink Partner;
- (c) respond to RFIs from a Connected RD ezLink Partner by providing or uploading the required information, documents or data to update the Business Profile in the RD ezLink on a Platform or through means as specified by RDEZ from time to time; and
- (d) access the RD ezLink to communicate with RDEZ or any RD ezLink Partner.

### **3 Creation, maintenance and ownership of the Business Profile**

3.1 The Business User shall, through an Individual User, create, amend and maintain the Business Profile by providing the information or documents required by RDEZ or an RD ezLink Partner from time to time.

3.2 An RD ezLink Partner may, from time to time, issue an RFI to the Business User. The Business User shall, and shall procure the Individual User to, promptly respond to such RFI by providing or uploading the information, documents or data specified in the RFI to the RD ezLink.

3.3 The Business User acknowledges that it owns all rights and title (including any IP Rights) to the Business Profile in the RD ezLink (including the information, documents and data therein and any electronic copies of the Business Profile). Accordingly, the Business User shall be responsible for maintaining and updating the Business Profile from time to time.

3.4 The Business User confirms that any information, data and documents in the Business Profile (including the Business User's Information) are complete, accurate and up-to-date. The Business User shall, and shall procure the Individual User to, take steps to

ensure that any such information, data and documents remain complete, accurate and up-to-date at all times.

- 3.5 The Business User confirms that all information in the Basic Profile are complete, accurate and up-to-date. The Business User shall, and shall procure the Individual User to, take steps to ensure that any such information, data and documents remain complete, accurate and up-to-date at all times.
- 3.6 The Business User agrees and acknowledges that once an RD ezLink Partner downloads or retrieves the Business Profile (in the case of a Connected RD ezLink Partner) or any information in the Basic Profile from the RD ezLink, such RD ezLink Partner, and not RDEZ, becomes responsible and liable for the proper and secure storage of the contents in the Business Profile or any information in the Basic Profile (and any copies thereof) in accordance with the Applicable Laws and the RD ezLink Partner Terms. RDEZ shall have no obligation to ensure that such RD ezLink Partner has taken steps to store such information or data properly or securely.
- 3.7 Any information or documents incorporated into the Business Profile and any of the information in the Basic Profile shall be subject to the internal control requirements prescribed by RDEZ from time to time. Accordingly, RDEZ may:
- (a) in its absolute discretion and without prejudice to Clause 8.4 of Part 1, remove or require the Business User to remove the Business Profile from the RD ezLink; and
  - (b) reject, delete or amend, or require the deletion or amendment of, any information or data in the Business Profile or any information in the Basic Profile, where RDEZ reasonably believes, in its sole opinion, that any such information or data is inaccurate, false, misleading or the inclusion of any such information or data may be in breach of any undertaking or provision of the Business User Terms or any Applicable Laws or infringes the IP Rights of another person.

#### **4 Access to the Business Profile**

- 4.1 By creating the Business Profile in the RD ezLink, the Business User agrees that the Basic Profile contained therein may be searched, viewed, accessed, shared with or downloaded by other users of the RD ezLink, such as other Business Users, any RD ezLink Partners, any other users of the RD ezLink or visitors of the Platforms, at any time via a Platform. For the avoidance of doubt, the foregoing functions in relation to the Basic Profile may be subject to restrictions imposed by RDEZ from time to time (whether based on the authorisation and/or instructions of the Business Users or not).
- 4.2 A Basic Profile may be (a) searchable on a Platform using the Search Function only if a valid RD ezLink ID has been entered by any person (regardless of whether such RD ezLink ID is shared with such person directly by the Business User) or in any other manner specified by RDEZ from time to time; and (b) readily accessible by any person having a valid Basic Profile Link (regardless of whether such Basic Profile Link is shared with such person directly by the Business User). The Business User agrees to ensure

proper sharing of the RD ezLink ID and/or the Basic Profile Link to its intended recipients and we will have no control, and will not be responsible for any unauthorised circulation of the RD ezLink ID and/or the Basic Profile Link originating from those intended recipients to any other third parties. It is the Business User's sole responsibility to take all reasonable security measures to prevent any unauthorised or fraudulent access and use of the RD ezLink ID and/or the Basic Profile Link. The Business User understands and accepts that any person who has access to, possesses, knows or is allowed to find out the RD ezLink ID and/or the Basic Profile Link may be able to search, view, access and download a Business User's Basic Profile via the Platforms. RDEZ shall not be liable for any loss, damage or expense of any kind incurred or suffered by the Business User arising from or in connection with any of such unauthorised or fraudulent access and use of the RD ezLink ID and/or the Basic Profile Link.

- 4.3 The Business Profile (including the information, documents and data contained therein, save for the information in the Basic Profile if such Connected RD ezLink Partner has access to, possesses, knows or is allowed to find out the Business User's RD ezLink ID and/or the Basic Profile Link) will not be shared with or transferred to a Connected RD ezLink Partner, unless the Business User has authorised RDEZ to do so.
- 4.4 By authorising RDEZ to share or transfer the Business Profile to a Connected RD ezLink Partner for the purpose of its CDD or ongoing CDD measures, the Business User understands and agrees that:
- (a) a Connected RD ezLink Partner will be able to view the status of the Business Profile in the RD ezLink at any time (such as whether there is any outstanding information or documents that need to be provided by the Business User to complete the Business Profile and the extent of verification of the relevant information in the Business Profile);
  - (b) any updates or amendments to the Business Profile will be disseminated to a Connected RD ezLink Partner immediately via the RD ezLink;
  - (c) it shall promptly provide any information and/or documents required by a Connected RD ezLink Partner through the RD ezLink (whether by responding to RFIs issued by a Connected RD ezLink Partner on a Platform or otherwise); and
  - (d) it may communicate with such Connected RD ezLink Partner through the RD ezLink or via other communication channels prescribed by RDEZ from time to time; and
  - (e) the waiver and consent in relation to bilateral communications generated from usage of the RD ezLink Services and use of communications data as annexed in Schedule 2 have been irrevocably given to RDEZ and such Connected RD ezLink Partner.
- 4.5 The Business User may, at any time, request to revoke a Connected RD ezLink Partner's access or continued access to its Business Profile (and any information or

data therein, save for the Basic Profile if such Connected RD ezLink Partner has access to, possesses, knows or is allowed to find out the Business User's RD ezLink ID and/or the Basic Profile Link) by notifying that Connected RD ezLink Partner directly via the RD ezLink or such other communication channel prescribed by RDEZ from time to time. The Business User acknowledges that:

- (a) the Connected RD ezLink Partner is entitled to, at its absolute discretion, accept or reject the revocation request;
- (b) it shall be the sole responsibility of the Connected RD ezLink Partner to notify the Business User of such decision; and
- (c) any enquiry or dispute arising from, or in connection with, the revocation request shall be dealt with between the Business User and the Connected RD ezLink Partner.

4.6 If the Connected RD ezLink Partner chooses to accept the said revocation request, upon such revocation being processed by the Connected RD ezLink Partner and taking effect:

- (a) a Connected RD ezLink Partner's access to the Business Profile (and any information or data therein, save for the information or data contained in the Basic Profile if such Connected RD ezLink Partner has access to, possesses, knows or is allowed to find out the Business User's RD ezLink ID and/or the Basic Profile Link) in the RD ezLink shall cease;
- (b) a Connected RD ezLink Partner will no longer be able to receive any updates to the Business Profile via the RD ezLink; and
- (c) the Business User will no longer be able to communicate with such Connected RD ezLink Partner through the RD ezLink.

4.7 The Business User acknowledges that notwithstanding such revocation, a Connected RD ezLink Partner will be able to:

- (a) access the Business User's Basic Profile in the RD ezLink if such Connected RD ezLink Partner has access to, possesses, knows or is allowed to find out the Business User's RD ezLink ID and/or the Basic Profile Link; and
- (b) retain or store copies of the Business Profile previously shared with or disclosed to it by the Business User and thus, be able to continue to access the information or data therein in accordance with the RD ezLink Partner Terms.

## **5 The Business User's relationship with a Connected RD ezLink Partner**

5.1 The Business User agrees that:

- (a) its relationship with a Connected RD ezLink Partner (or an RD ezLink Partner) in respect of, amongst other things, any goods or services that such

Connected RD ezLink Partner may supply to it or such RD ezLink Partner's collection and use of any information or data in a Business Profile shall be governed by the RD ezLink Partner's Terms and Conditions, which are independent of any terms and conditions that RDEZ may impose on the Business User or the RD ezLink Partner; and

- (b) prior to authorising RDEZ to share its Business Profile with that RD ezLink Partner, it shall read, understand and agree to the RD ezLink Partner's Terms and Conditions.

5.2 RDEZ shall not be liable to the Business User for any Loss that the Business User may incur or suffer arising from or in connection with: (a) a Connected RD ezLink Partner's collection or use of the Business User's Information for whatever purpose; (b) a Connected RD ezLink Partner's decision to accept or reject the Business User's application for such Connected RD ezLink Partner's products or services; and (c) the Business User's use or consumption of any goods or service provided by any such Connected RD ezLink Partner.

5.3 The Business User agrees that with respect to any potential claim, claim or dispute that the Business User may have against a Connected RD ezLink Partner or any RD ezLink Partner for whatever reason, it shall resolve such claim or dispute with that Connected RD ezLink Partner or RD ezLink Partner directly and it shall not set-off, deduct or withhold any monies due and payable to RDEZ because of the existence of any such potential claim, claim or dispute.

## **6 Retention of benefits**

The Business User acknowledges and consents that RDEZ may charge a Connected RD ezLink Partner or any RD ezLink Partners certain fees and charges from time to time for their use of and access to the RD ezLink, the RD ezLink Services and the Business Profile (including the Business User's Information). The Business User agrees that RDEZ may retain these fees and charges for its sole benefit and is under no obligation to account to the Business User in respect of any such fees and charges.

## **Schedule 1 - Interpretation and Definitions**

### **1 Interpretation**

- 1.1 Titles are for convenience only and do not affect the interpretation of the Business User Terms.
- 1.2 Unless the context otherwise requires, references to (a) RDEZ, RD ezLink Partner, Connected RD ezLink Partner or the Business User shall include its successors or assigns; and (b) any person shall include an individual, a sole proprietorship, a partnership or a company, an unincorporated association or a legally recognised entity.
- 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, all modes of representing or reproducing words in visible form, including in the form of handwriting, type-writing, print or electronic record 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".
- 1.6 A reference in the Business User Terms to you indemnifying us in respect of an event or circumstance shall include indemnifying and keeping us and each group company harmless, on an after-tax basis, from all actions, claims and proceedings from time to time made against us and each group member and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by us and each group member as a consequence of or in connection with that event or circumstance.

### **2 Definitions**

- 2.1 Unless we specify or the context requires otherwise, the following terms in the Business User Terms have the meanings set out below:-

**"AMLO"** means the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong), as amended 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 RDEZ, any RD ezLink Partner or the Business User (as the case may be) and an Authority or any agreement or treaty between Authorities, whether in or outside of Hong Kong, which RDEZ, any RD ezLink Partner or the Business User (as the case may be) is subject to, or expected to comply with, from time to time.

**"Application Representative"** means, in respect of a Business Profile, an Individual User who is appointed by the relevant Business User to apply to RDEZ on its behalf to



create a Business Profile and to use the RD ezLink and RD ezLink Services, and to handle the said application on the Business User's behalf.

**"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 RDEZ, any RD ezLink Partner or the Business User (as the case may be).

**"Basic Profile"** means the basic identification and business information of the Business User, for example, the name and place of incorporation of the Business User, that may be readily accessible by (i) Connected RD ezLink Partners pursuant to Clause 4 of Part 3 in this Business Users Terms) and; (b) persons who has access to, possesses, knows or is allowed to find out the RD ezLink ID and/or the Basic Profile Link.

**"Basic Profile Link"** means the hyperlink generated by the RD ezLink via a Platform where any person has access to, possesses, knows or is allowed to find out the hyperlink is able to access, view and download the Basic Profile of the relevant Business User via such hyperlink. The Business User may, at its sole discretion, share with or make available such hyperlink to any person (including users of the RD ezLink or visitors of the Platforms).

**"Biometric Credentials"** means the fingerprint, facial images or any other biometric data of an Individual User used for the purpose of authenticating the Individual User's identity and the Business User's identity.

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.

**"Business Profile"** means a digital representation of the Business User's identity created, edited and maintained by the Business User in the RD ezLink from time to time pursuant to the Business User Terms, which includes any Business User's Information, and such profile consists of, without limitation: (a) data or information in the Basic Profile; and (b) any other data or information associated with the Business User which has been stored or uploaded in the RD ezLink that does not fall within (a), and in each case has been stored or uploaded in the RD ezLink, which covers any information, documents or data provided by the Business User in responding to RFIs

issued by a Connected RD ezLink Partner on a Platform or through any other means as RDEZ may specify from time to time.

**"Business User" or "you"** means a user of the RD ezLink which will create, access, edit and maintain the Business Profile and use the RD ezLink Services in accordance with the Business User Terms, and:

- (a) in the case of a sole proprietorship, the Business User shall include the sole proprietor itself and its personal representatives, receivers or trustees whether in bankruptcy or otherwise and the successors to the business;
- (b) in the case of a partnership, the Business User shall include all the partners of the partnership from time to time and their respective personal representatives, receivers or trustees whether in bankruptcy or otherwise and the successors to the business; and
- (c) in the case of a company, the Business User shall include the company itself and its successors and assigns.

**"Business User's Information"** means all information or data associated with the Business User, a Related Person or a Controlling Person of such Business User, including, where applicable, the Personal Data and Tax Information and information in the Basic Profile, irrespective of whether such information is: (a) provided by the Business User or its Related Persons directly; (b) retrieved by RDEZ from the public domain; (c) derived from any information relating to the Business User, a Related Person or a Controlling Person of the Business User (including those derived from verifying or screening of such information); or (d) generated through the Business User's use of the RD ezLink (where applicable), but excludes any communications between the Business User and any RD ezLink Partner through the RD ezLink. For the avoidance of doubt, Part 6A of the PDPO shall not apply to the use of Personal Data (having incorporated from an Individual Account to form part of a Business Profile and thus constitutes Business Users' Information) for direct marketing purpose by RD Technologies (or RDEZ) targeted at the Business User or the representatives of a Business User.

**"CDD"** means customer due diligence or "know-your-client" checks.

**"Compliance Obligations"** means, in respect of a person, any obligation imposed on that person pursuant to any future or present:

- (a) Applicable Laws;
- (b) the internal policies and procedures of that person; and
- (c) any demand or request from Authorities or reporting, disclosure or other obligations under any Applicable Laws.

For the avoidance of doubt, this definition includes any obligation or requirement applying to that person as amended or introduced from time to time, including pursuant to the Foreign Account Tax Compliance Act.

**"Connected RD ezLink Partner"** means an RD ezLink Partner with which the Business User has authorised RDEZ to share its Business Profile in accordance with the Business User Terms.

**"Content"** means all information, messages, files, characters, text, files, data, links, software, images, photographs, videos, illustrations and other materials whatsoever that appear, can be heard, read, downloaded or accessible through a Platform and/or any other communication mediums designated by RDEZ from time to time or made available through the RD ezLink Services.

**"Controlling Persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"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.

**"Fees"** means the fees and charges payable by the Business User for subscribing to, using and accessing the RD ezLink Services and the RD ezLink.

**"FI Partner"** means a Financial Institution that has entered into the FI Partner Terms to access and use the RD ezLink, the services provided to it by RDEZ through the RD ezLink and any information or data made available to it on the relevant portal of the RD ezLink or through any other means determined by RDEZ from time to time, in accordance with the FI Partner Terms, and shall include its successors.

**"FI Partner Terms"** means the agreement or any terms and conditions applicable from time to time, upon which an FI Partner would access and use the RD ezLink and the services to be provided by RDEZ to an FI via the RD ezLink, including without limitation any order forms, scope of work and other relevant terms and conditions agreed between RDEZ and the FI Partner and/or imposed by RDEZ from time to time in connection with the FI's access to and use of the RD ezLink and the abovementioned services.

**"FI's Terms and Conditions"** means the terms and conditions of an FI Partner, which governs its relationship with the Business User, as amended and supplemented by such FI Partner from time to time.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Applicable Laws relating to these matters.

**"Financial Institution"** means an entity engaging in the business of financial services, including without limitation: (a) any entity falling under the definition of "Financial Institution" in the AMLO or subject to laws and regulations similar to or equivalent to AMLO in the relevant jurisdictions; and (b) any other types of financial services business entity, whether or not it is being regulated in Hong Kong or any other jurisdictions.

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Individual Account"** means, in respect of an Individual User, the account opened in the name of that Individual User and maintained with RDEZ from time to time under the Individual User Terms and under such Individual Account, an individual profile will be created which consists of data or information associated with that Individual User and is a digital representation of that Individual User's identity created, edited and maintained by that Individual User in accordance with the Individual User Terms.

**"Individual User"** means any individual who has opened or created (or is applying to open or create) an Individual Account with RDEZ and is (or is applying to become) authorised to use any services which RDEZ may offer or provide via such Individual Account, and unless otherwise specified, includes an Individual User who is appointed as a Profile Controller or an Application Representative.

**"Individual User Terms"** means the Individual User Terms and Conditions issued by RDEZ and as amended and supplemented from time to time.

**"Instruction"** means any request, instruction, authorisation, consent or communication given by the Business User to RDEZ through a Platform or any communication channel designated by RDEZ from time to time in connection with any RD ezLink Services, including the Business User's authorisation or consent to create a Business Profile and to share its Business Profile with a Connected RD ezLink Partner (and the revocation of such consent or authorisation).

**"IP Rights"** means any patents, inventions (whether or not capable of protection by patent or registration), trademarks, trade names, know-how, registered and unregistered design rights, utility models, semi-conductor topography rights, copyright in all specifications, drawings and technical descriptions, computer software and databases, database rights, moral rights, and all other intellectual or industrial property rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights (including the right to apply for such registrations) and applications therefor (including the right to claim priority from patent applications).

**"Login Details"** means, in respect of an Individual User, the Username, Password, OTP and/or Biometric Credentials of such Individual User.

**"Losses"** includes losses, damages, claims, proceedings, actions, liabilities, demands and expenses.

**"Mobile App"** means such mobile application software as may be designated by RD Technologies (or RDEZ) from time to time through which RD ezLink Services will be provided, and where the Business User could, through its Individual Users, access the RD ezLink Services.

**"Non-FI"** means an entity which is not a Financial Institution.

**"Non-FI Partner"** means a Non-FI which has entered into the Non-FI Partner Terms to access and use the RD ezLink, the services provided to it by RDEZ through the RD ezLink and any information or data made available to it on the relevant portal of the RD ezLink or through any other means determined by RDEZ from time to time, in accordance with the Non-FI Partner Terms, and shall include its successors.

**"Non-FI Partner Terms"** means the agreement or any terms and conditions applicable from time to time, upon which a Non-FI Partner would access and use the RD ezLink and the services to be provided by RDEZ to a Non-FI Partner via the RD ezLink, including without limitation any order forms, scope of work and other relevant terms and conditions agreed between RDEZ and the Non-FI Partner and/or imposed by RDEZ from time to time in connection with the Non-FI Partner's access to and use of the RD ezLink and the abovementioned services.

**"Non-FI's Terms and Conditions"** means the terms and conditions of a Non-FI Partner, which governs its relationship with the Business User, as amended and supplemented by such Non-FI Partner from time to time.

**"OTP"** means a one-time password that is sent by RDEZ, via short message service (SMS) or e-mail, to the mobile phone number or e-mail address (as the case may be) registered by the Business User.

**"Password"** means, in relation to an Individual User, a personal identification code provided or accepted by RDEZ or adopted by that Individual User for the purpose of authenticating the Individual User's identity for accessing a Platform and utilising any RD ezLink Services on the Business User's behalf.

**"PDPO"** means the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

**"PDPO Notices"** means the Privacy Policy Statement and the "Personal Information Collection Statement for RD ezLink" issued by RDEZ and as amended and supplemented from time to time.

**"Personal Data"** has the meaning as defined in the PDPO.

**"Platform"** means the Mobile App or the Website(s) to the extent applicable in such context and **"Platforms"** means any of them.

**"Platform Terms of Use"** means the Terms of Use of the Mobile App and Website issued by RD Technologies and as amended and supplemented from time to time.

"**PRC**" means the People's Republic of China (excluding Hong Kong, Macao Special Administrative Region and Taiwan for the purpose of the Business User Terms).

"**Privacy Policy Statement**" means the Privacy Policy Statement issued by RD Technologies and as amended and supplemented from time to time.

"**Profile Controller**" means a Tier 1 Profile Controller or a Tier 2 Profile Controller, and "**Profile Controllers**" shall be construed accordingly.

"**RDEZ**", "**we**" or "**us**" means RD ezLink Limited.

"**RD ezLink**" means the electronic customer information repository (RD ezLink), a solution provided by RDEZ, which, amongst other things, collects, verifies and stores Business Profiles and enables the sharing of Business Profiles with Connected RD ezLink Partners with the relevant Business Users' consent.

"**RD ezLink ID**" means a unique identification number (UID) representing the Business User on the RD ezLink where any person who has access to, possesses, knows or is allowed to find out the UID may use the Search Function in order to search, view, access and download the Basic Profile of the relevant Business User. The Business User may, at its sole discretion, share or make available such UID to any person (including users of the RD ezLink or visitors of the Platforms).

"**RD ezLink Partner**" means the FI Partner, the Non-FI Partner or any affiliate of RDEZ which access and use the RD ezLink, including but not limited to RD Wallet Technologies Limited (as the case may be).

"**RD ezLink Partner Terms**" means the FI Partner Terms or the Non-FI Partner Terms (as the case may be).

"**RD ezLink Partner's Terms and Conditions**" means the FI's Terms and Conditions and the Non-FI's Terms and Conditions (as the case may be).

"**RD ezLink Services**" means the services made available or to be made available by RDEZ to the Business User via the RD ezLink from time to time.

"**RD Technologies**" means all our group companies from time to time which include RDEZ, our affiliates, subsidiaries and associated entities.

"**Record**" means any notification, advice, report, confirmation, receipt, record, acknowledgement, statement, notice, message or communication issued or made available by RDEZ to the Business User from time to time via the RD ezLink, including any Instructions, Fees payable and any other matter relating to the Business Profile.

"**Related Person**" means any person or entity (other than the Business User) whose information (including any Personal Data and Tax Information) is provided by the Business User, or on the Business User's behalf, to RDEZ or which is otherwise received by RDEZ in connection with the provision of the RD ezLink Services (including the creation and maintenance of a Business Profile). A Related Person includes:

- (a) an Individual User;
- (b) where the Business User is a company, its shareholders, directors, officers, Controlling Persons, beneficial owners, representatives, agents and nominees;
- (c) where the Business User or its shareholders, directors, officers, Controlling Person, beneficial owners, representatives, agents or nominees is a partnership, its partners and members;
- (d) where the Business User or its shareholders, directors, officers, Controlling Person, beneficial owners, representatives, agents or nominees is a trust, its trustees, settlors, protectors and beneficiaries;
- (e) an account holder of a designated account and payees of a designated payment; and
- (f) any other persons or entities with whom the Business User has a relationship that is relevant to its relationship with RDEZ.

**"RFI"** means a request-for-information issued by a Connected RD ezLink Partner to the Business User in the RD ezLink from time to time requiring the Business User to provide, update or supplement the Business Profile with information or documents for the Connected RD ezLink Partner's CDD or on-going CDD purposes through a Platform or any other means specified by RDEZ from time to time.

**"RFI Portal"** means a web-based portal developed and powered by RDEZ for RFI purposes.

**"Search Function"** means a function of the RD ezLink for searching and tracking Basic Profiles using a valid RD ezLink ID, or any other identifiers of the Business User, as may be specified by RDEZ from time to time. For the avoidance of the doubt, such function may be subject to restrictions imposed by RDEZ from time to time (whether based on the authorisation and/or instructions of the Business Users or not).

**"Tax"** means any tax or assessment of any kind, including, but not limited to, sales, use, services, license, income, franchise, business, occupation, property, excise, gross receipts, turnover, value added tax, goods and services tax, stamp, withholding tax, consumption taxes, service tax, levy and customs duties or fees and any fines, penalties, surcharges, interest or additions-to-tax attaching thereto.

**"Tax Information"** means documentation or information about the Business User's, a Controlling Person's or a Related Person's tax residency status.

**"Third Party Website"** means a website maintained by parties other than RD Technologies (or RDEZ) which can be accessed by any link or hyperlink from a Platform or via the RD ezLink.

**"Tier 1 Profile Controller"** means, in respect of a Business Profile, any individual who is: (a) appointed by the Business User to have access to and use the RD ezLink

Services on the Business User's behalf; (b) granted with the right to create, edit or maintain or share a Business Profile with a Connected RD ezLink Partner and (c) authorised to add or remove any type of Profile Controller.

**"Tier 2 Profile Controller"** means, in respect of a Business Profile, any individual who is: (a) appointed by the Business User to have access to and use the RD ezLink Services on the Business User's behalf; and (b) granted with the right to create, edit or maintain or share a Business Profile with a Connected RD ezLink Partner.

**"Username"** means, in relation to an Individual User, the login ID number or name provided or accepted by RDEZ or adopted by that Individual User, for the purpose of accessing a Platform and utilising any RD ezLink Services on the Business User's behalf.

**"Website(s)"** means any website(s) as RD Technologies (or RDEZ) may from time to time maintain, including but not limited to its official website and any web-based portal such as the RFI Portal.



## **Schedule 2 – Waiver and Consent letter to RDEZ and Connected RD ezLink Partners**

### **To: RDEZ and the Connected RD ezLink Partner(s)**

Reference is made to the RD ezLink Terms and Conditions for Business Users (the "**Business User Terms**"). This letter is supplemental to, and should be read together with, the Business User Terms and any other terms and conditions governing the RD ezLink Services provided by RDEZ.

#### **1 Definitions and interpretation**

- 1.1 Words and expressions defined in the Business User Terms have the same meanings in this letter, unless they are expressly defined here.
- 1.2 The principles of construction set out in the Business User Terms apply to this letter, insofar as they are relevant to it and subject to any necessary changes. References to a Clause, a paragraph or a Schedule are to a Clause, paragraph or Schedule of the Business User Terms.

#### **2 Bilateral communications generated from usage of the RD ezLink Services**

- 2.1 We have granted our consent to the disclosure of our Business Profile to the Connected RD ezLink Partner(s) to allow the Connected RD ezLink Partner(s) to use the information therein from time to time in accordance with the RD ezLink Partner Terms, including without limitation to enable the Connected RD ezLink Partner(s) to carry out its CDD and on-going CDD checks on us as required by the Applicable Laws and the Connected RD ezLink Partner(s)' Compliance Obligations.
- 2.2 As a user of the RD ezLink Services and/or for the purpose of the Connected RD ezLink Partner(s)' undertaking of CDD and ongoing CDD on us or otherwise, we may communicate with the Connected RD ezLink Partners (and vice versa) via the RD ezLink on a Platform or through such other means as determined by RDEZ from time to time (such bilateral communications shall be defined as the "**Communications Data**"), such that:
  - (a) the Connected RD ezLink Partner(s) may raise questions or comments to, or request for information or documents from, us;
  - (b) we may respond to such queries or requests and provide the Connected RD ezLink Partner(s) with the required information or documents by updating our Business Profile or otherwise;
  - (c) we may engage in various dialogues with the Connected RD ezLink Partner(s) in connection with our use of the RD ezLink Services and/or the Connected RD ezLink Partner(s)' undertaking of CDD and ongoing CDD on us; and
  - (d) we may also engage in various dialogues with the Connected RD ezLink Partner(s) in connection with any products and/or services that the Connected RD ezLink Partner(s) may provide, or propose to provide, to us from time to time.

### **3 Use of the Communications Data**

- 3.1 We understand that the Communications Data will be recorded and stored by RDEZ in the RD ezLink.
- 3.2 We further understand that the Communications Data will be utilised by RDEZ for any of the following purposes:
- (a) RDEZ's own analytical purposes;
  - (b) to manage RDEZ's relationship with us in accordance with its legitimate interests;
  - (c) to add new features to or to improve the RD ezLink and RD ezLink Services provided by RDEZ;
  - (d) to respond to any comments or complaints RDEZ may receive from us, and/or to investigate any complaints received from us or from others, relating to the RD ezLink and any RD ezLink Services;
  - (e) to resolve any claims or disputes made by or against or otherwise involving us in respect of the RD ezLink or any RD ezLink Services;
  - (f) to comply with the applicable obligations, requirements or arrangements for disclosing and using the Communications Data in accordance with any Applicable Laws; and
  - (g) all other incidental and associated purposes relating to any of the above purposes, including without limitation to seeking professional advice from a lawyer, tax advisor or any other professional advisors,
- (collectively, the "**Purposes**").
- 3.3 The Communications Data will be kept confidential by RDEZ and will be held for as long as reasonably required relating to any of the above purposes. Such data will not be disclosed by RDEZ to any third party except: (a) where at the time of disclosure, the Communications Data is publicly available; (b) where the Communications Data subsequently becomes publicly available other than as a result of a direct or indirect breach of the terms of this letter by RDEZ; (c) to comply with any Applicable Laws with which RDEZ is expected or required to comply with; or (d) with our prior written consent.
- 3.4 RDEZ requires our consent to collect, store, use and transfer the Communications Data in the manner specified above.
- 3.5 The Connected RD ezLink Partner(s) require(s) our consent to share with or make available the Communications Data to RDEZ in accordance with the terms of this letter.

#### **4 Consent**

4.1 Further to paragraph 3 above, we hereby irrevocably authorise the Connected RD ezLink Partner(s) to share with or make available the Communications Data to RDEZ in accordance with this letter. We shall not modify, revoke or rescind such consent.

4.2 For the avoidance of doubt, we confirm that RDEZ may:

- (a) collect, store and use the Communications Data for any of the Purposes and for as long as reasonably required for those Purposes; and
- (b) transfer such data to any person whom: (a) RDEZ is under an obligation or otherwise required to make disclosure to under the requirements of any Applicable Laws binding on or applying to RDEZ; or (b) we have authorised RDEZ, in writing, to disclose it to.

#### **5 Governing law and Jurisdiction**

5.1 This letter is governed by and interpreted in accordance with the laws of Hong Kong, and we will submit to the exclusive jurisdiction of the Hong Kong courts.

5.2 Notwithstanding paragraph 5.1, RDEZ and the Connected RD ezLink Partner(s) shall not be prevented from taking proceedings relating to any dispute arising out of or in connection with this letter and/or enforcing this letter in the courts of any competent jurisdiction.

#### **6 Language**

In the event of any conflict or discrepancy between the English version and Chinese version of this letter, the English version will prevail.

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