

RD ezLink Terms and Conditions for Individual Users (the "Individual User Terms")

PLEASE CAREFULLY READ THE INDIVIDUAL USER TERMS BEFORE CREATING AN INDIVIDUAL ACCOUNT. BY OPENING OR CREATING AN INDIVIDUAL ACCOUNT WITH US AND/OR ACCESSING THE INDIVIDUAL ACCOUNT, YOU AGREE TO BE BOUND BY THE INDIVIDUAL USER TERMS.

1 Definitions and Interpretations

1.1 Unless we specify or the context requires otherwise, the following terms in the Individual 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, Business User or the Individual 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 Business User or the Individual User 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, the Business User or the Individual 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, and has the same meaning ascribed to it under the Business User Terms.

"Biometric Credentials" means the fingerprint, facial images or any other biometric data of the Individual User used for the purpose of authenticating that 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, in respect of a Business User, 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 under the Business User Terms, which includes any data or information associated with the Business User, including the Business User's Information, and which profile consists of: (a) the data or information contained in the Basic Profile; and (b) any 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.

"Business User" means a business user of the RD ezLink with whom you have "linked" or "connected" your Individual Profile.

"Business User's Information" means all information or data relating to the Business User, a Related Person or a Controlling Person of such Business User, including, where applicable, the Personal Data and the Tax Information and information or data contained 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 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 or Individual Profile 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. **"Business User Terms"** means the agreement upon which RD ezLink Services are provided by RDEZ, via the RD ezLink, to a Business User.

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

- (a) Applicable Laws;
- (b) 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 a 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, 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 with 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.

"Fee Schedule" means a fee schedule and/or any other document setting out any fees and charges imposed by RDEZ 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 Law 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.

"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 in accordance with the FI Partner Terms, and shall include its successors.

"FI Partner Terms" means the agreement 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 or imposed by RDEZ from time to time in connection with the FI Partner's access to and use of the RD ezLink and the abovementioned services.

"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.

"Individual Profile" means, in respect of an Individual User, the profile of that Individual User created under an Individual Account, which consists of data or information associated with that Individual User, including the User Information 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" or **"you"** 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.

"Instruction" means any request, instruction, authorisation, consent or communication given by you to RDEZ through a Platform or any communication channel designated by RDEZ from time to time in connection with any RD ezLink Services or any services provided by RDEZ to you directly or a Business User.

"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 Account, 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 you may access your Individual Account, the Business Profile and/or the RD ezLink.

"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 in accordance with the Non-FI Partner Terms, and shall include its successors.

"Non-FI Partner Terms" means the agreement 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 FI Partner 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.

"**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 Individual User.

"**Password**" means, in respect of an Individual Account, a personal identification code provided or accepted by RDEZ or adopted by the relevant 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 and "**Platforms**" means both 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 Individual 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 User's consent.

"**RD ezLink Partner**" means the FI Partner or the non-FI Partner (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.

"**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 Users' behalf, to RDEZ or which is otherwise received by RDEZ in connection with the provision of the RD ezLink Services or the maintenance or operation of the Business Profile. Related Persons include:

- (a) an Individual User who has 'linked' or 'connected', his Individual Profile with a Business Profile;
- (b) a Profile Controller;
- (c) an Application Representative;
- (d) where the Business User or its shareholders, directors, officers, Controlling Person, beneficial owners, representatives, agents or nominees is a company, its shareholders, directors, officers, Controlling Persons, beneficial owners, representatives, agents and nominees;
- (e) where the Business User or its shareholders, directors, officers, Controlling Person, beneficial owners, representatives, agents or nominees is a partnership, its partners and members;
- (f) 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; and
- (g) any other persons or entities with whom the Business User has a relationship that is relevant to its relationship with RDEZ.

"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 Individual User's , a Controlling Person's or a Related Person's tax residency status.

"Third-Party Provider" means any party:

- (h) that provides or hosts a Third-Party Website;
- (i) that provides identity verification and name screening services; and
- (j) (other than RDEZ) provides content, products and/or services relating to RD ezLink Services.

"Third-Party Website" means a website maintained by parties other than RD Technology (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, an Individual User who is: (a) appointed by the relevant 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, each in accordance with the Business User Terms.

"Tier 2 Profile Controller" means, in respect of a Business Profile, an Individual User 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, each in accordance with the Business User Terms.

"User Information" means all information (including, where applicable, Personal Data and Tax Information) relating to the Business User or a Related Person, including:-

- (a) information which the Individual User provides to RDEZ directly or which RDEZ retrieves from the public domain, including any information associated with the Individual User (such as his name, address, identification details and signature), any information about the relevant Business User or any other individual which is related to a Business User;
- (b) information which is derived from or combined with any of the information specified in part (a) of this definition (including those derived from verifying or screening any User Information);
- (c) information about the Individual Profile, Individual Account or any Instruction;
- (d) information about the use of any RD ezLink Services by a Business User;
- (e) information about the use of any services provided by RDEZ to the Individual User through the RD ezLink; and
- (f) information about the Individual User's relationship with a Business User.

"Username" means, in respect of an Individual Account, the login ID number or name provided or accepted by RDEZ or adopted by the Individual User, for the purpose of accessing the Individual Account and utilising any services provided by RDEZ to the Individual User through the RD ezLink and the Individual Account.

"Website" means any website(s) as RD Technologies (or RDEZ) may from time to time maintain.

- 1.2 Titles are for convenience only and do not affect the interpretation of the Individual User 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".

1.6 A reference in the Individual User Terms to the Individual User indemnifying RDEZ in respect of an event or circumstance shall include indemnifying and keeping RDEZ and each affiliate or group company harmless, on an after-tax basis, from all actions, claims and proceedings from time to time made against RDEZ and each affiliate or group member and all losses suffered or incurred by RDEZ and each affiliate or group member as a consequence of or in connection with that event or circumstance.

2 Use of an Individual Account and a Business Profile

2.1 To create an Individual Account, you shall provide such information and documents and complete such procedures as may be required by RDEZ from time to time. Your Individual Profile will be created once the Individual Account is opened.

2.2 RDEZ may, in its sole discretion, refuse to accept, process or approve your application for an Individual Account without giving any reason.

2.3 RDEZ may offer services to you via the RD ezLink with such features and on such terms and conditions as RDEZ may specify from time to time. RDEZ has the right to do, without giving you prior notice, any of the following from time to time:

- (a) introduce new (or new types of) RD ezLink Services and other services or any features in the RD ezLink;
- (b) expand, modify, reduce, suspend or terminate any existing (or existing types of) RD ezLink Services or other services or any features in the RD ezLink, including the Individual Account and the Individual Profile; and
- (c) impose and vary any restrictions on the Individual User's use of the Individual Account or Individual Profile, including the removal of the Individual Profile and the Individual Account.

2.4 After an Individual Account is successfully created, you may 'link' or 'connect' your Individual Profile with a Business Profile by completing such procedures as may be required by RDEZ from time to time. You understand that you may 'link' or 'connect' your Individual Profile with any number of Business Profiles, subject to approval by the relevant Business User or RDEZ.

2.5 You agree that, upon successfully 'linking' or 'connecting' your Individual Profile with a Business Profile, any information or data contained in the Individual Profile (including Personal Data) will form a part of that Business Profile and constitute Business User's Information, which may, (a) together with other information or data contained in the Basic Profile or Business Profile (as the case may be), be accessed by other users of the RD ezLink or visitors of the Platforms in accordance with the Business User Terms without further notifying you; and (b) be used by RD Technologies (or RDEZ) for direct marketing purpose targeted at the Business User or you who act in the capacity of a representative of the Business User.

2.6 You may be designated by one or more Business User(s) to become a Profile Controller for one or more corresponding Business Profiles(s), subject to the approval by the relevant Business User(s) or RDEZ.

2.7 Where you are appointed by a Business User to become a Profile Controller in respect of its Business Profile:

- (a) your status as a Profile Controller is personal to you and is non-transferrable;
- (b) you will be able to, for and on behalf of a Business User, use and access a Business Profile and the RD ezLink Services on behalf of such Business User. Such rights shall be determined by RDEZ and published on a Platform from time to time;
- (c) you agree to use the RD ezLink Services for the benefit of that Business User;
- (d) you acknowledge and understand that a Business User may designate certain types of Profile Controllers to have greater powers or usage rights compared to other types of Profile Controllers, such as the power to appoint or remove other Profile Controllers, and you agree to be bound by the scope of authorisation and usage rights granted to you; and
- (e) you acknowledge and understand that any information or data contained in your Individual Profile (including Personal Data) will form a part of the Business Profile and constitute Business User's Information; and may be used by RD Technologies (or RDEZ) for direct marketing purpose targeted at the Business User or you who act in the capacity of a representative of the Business User.

2.8 Where you are appointed by a Business User to become an Application Representative in respect of a Business Profile:

- (a) your status as an Application Representative is personal to you and is non-transferrable;
- (b) you will be able to apply to RDEZ on behalf of a Business User to create a Business Profile and to use and access the RD ezLink and RD ezLink Services, and handle or abandon the said application to RDEZ on that Business User's behalf;
- (c) you agree to be bound by the scope of authorisation and usage rights granted to you as an Application Representative;
- (d) you acknowledge that there can only be one Application Representative for each Business Profile / Business User; and
- (e) you acknowledge and understand that any information or data contained in your Individual Profile (including Personal Data) will form a part of the Business Profile and constitute Business User's Information; and may be used by RD Technologies (or RDEZ) for direct marketing purpose targeted at the Business User or you who act in the capacity of a representative of the Business User.

2.9 By creating an Individual Account, you agree to be bound by the Individual User Terms, which will apply in conjunction with any other additional terms and conditions that RDEZ may impose on you from time to time. For example, your use of the Platforms will be subject to the Platform Terms of Use and if you have been designated by a Business User as its Profile Controller, your operation of the relevant Business Profile will be subject to the Business User Terms.

- 2.10 At all times, you shall be fully responsible for complying with any Compliance Obligations that are applicable to you.

3 Removing or detaching an Individual Profile from a Business Profile

- 3.1 Where you are an Application Representative in respect of a Business Profile, your Individual Profile will be automatically detached from that Business Profile when: (a) the Business User has completed the creation of its Business Profile by providing and/or uploading all the information and documents requested by RDEZ (and such information has been verified by RDEZ); or (b) the Business User's application to RDEZ to create the Business Profile is withdrawn or abandoned by the Business User. However, part (a) of this clause *may* not apply where: (i) (if the Business User is a company) you are also a shareholder, director, beneficial owner or otherwise a Controlling Person of a Business User; (ii) (if the Business User is a trust) you are also a trustee, settlor, protector, beneficiary or otherwise a Controlling Person of a Business User; (iii) (if the Business User is a partnership), you are also a partner or member or otherwise a Controlling Person of a Business User; or (iv) RDEZ, in its absolute discretion, determines otherwise.
- 3.2 Where you are a Related Person of a Business User (save for an Application Representative and a Profile Controller), once the information in your Individual Profile has been verified by RDEZ, you may request any Profile Controller of a Business Profile to detach your Individual Profile from that Business Profile.
- 3.3 Where you are a Tier 1 Profile Controller of a Business Profile, your Individual Profile can only be detached from that Business Profile by another Tier 1 Profile Controller of the same Business Profile, subject to approval by the relevant Business User.
- 3.4 Where you are a Tier 2 Profile Controller of a Business Profile, you may request that your Individual Profile be detached from that Business Profile after the information in your Individual Profile has been verified by RDEZ.

4 Fees and Charges

- 4.1 RDEZ reserves the right to, at any time and from time to time, impose fees and charges for the use of and access to the Individual Account, the Individual Profile and the RD ezLink. Different types of fees which may be charged by RDEZ are set out in the Fee Schedule.
- 4.2 You shall pay RDEZ all applicable fees and charges, and costs and expenses reasonably incurred by RDEZ in connection with your use of the Individual Account, the Individual Profile and/or the RD ezLink from time to time, provided that RDEZ has given prior written notice to you regarding RDEZ's estimate of such fees, charges, costs and expenses prior to their incursion. These may include all applicable taxes, duties and levies and any expenses for preserving or enforcing RDEZ's rights in connection with your use of the Individual Account, the Individual Profile and/or the RD ezLink.
- 4.3 Where applicable, any payments made by you to RDEZ shall be without any set-off, counterclaim or condition and free and clear of all present and future Taxes, bank and remittance charges, withholdings or deductions of any nature. For the avoidance

of doubt, any tax imposed by an Authority on any such payments shall be borne by you.

5 Instructions

- 5.1 Depending on the access and usage rights granted to you, you may send an Instruction to RDEZ through your Individual Account. RDEZ has the right to accept or refuse any Instruction or to prescribe any condition or procedure for accepting an Instruction without giving any reason or prior notice to you, and RDEZ shall not be liable for any Loss incurred or suffered by you as a result of its decision.
- 5.2 You acknowledge that your right to give an Instruction may be subject to any restrictions or usage rights imposed by a Business User from time to time.
- 5.3 RDEZ is authorised to accept an Instruction if it believes in good faith that such Instruction is given or appears to be given by you. We may act on an Instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstances.
- 5.4 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 Individual User, as RDEZ may consider necessary. You shall take all such steps as required by RDEZ to enable RDEZ to complete the verification process.
- 5.5 Any Instruction, once given by you, 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.
- 5.6 Any Instruction received and acted on by RDEZ in good faith shall be irrevocable and binding on you and the relevant Business User (if applicable), even if it is unintentional, incorrect, false or unclear, or it has not been given or authorised by you or the relevant 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.
- 5.7 Instructions may be given by the Individual User to RDEZ via a Platform or such other means as RDEZ may specify from time to time.
- 5.8 In addition to any other rights conferred on RDEZ under the Individual User Terms and the Business User Terms (where applicable), RDEZ may delay acting or not act on an Instruction or any part of an Instruction without giving prior notice to the Individual User under any of the following circumstances:
 - (a) the Individual User fails to comply with any standard, condition or procedure imposed by RDEZ for accepting the Instruction;
 - (b) if, in RDEZ's reasonable opinion, the Instruction is unclear, ambiguous, incomplete, contains any error or conflicts with other Instructions or may have been withdrawn or revoked or has expired;
 - (c) if the Instruction given by the Individual User is inconsistent with his level of authority or the usage rights granted to him by a Business User;

- (d) if the Instruction is not given in a form or by such means which is acceptable to RDEZ;
- (e) if RDEZ is unable to act on the Instruction for any reason beyond its reasonable control;
- (f) if, in RDEZ's reasonable opinion, the Instruction is not consistent with or is in breach of any Applicable Laws, any provision of the Individual User Terms or any other applicable terms and conditions imposed by RDEZ from time to time (such as the Business User Terms); and
- (g) if RDEZ suspects the authenticity of an Instruction or the authority of the person giving it,

and RDEZ will not be liable for any Loss incurred or suffered by the Individual User as a result of the above.

5.9 If any of the circumstances set out in Clause 5.8 above arises, RDEZ may, but is not obliged to, require the Individual User to re-issue, verify, confirm, supplement or clarify the relevant Instruction. The Individual User understands that RDEZ is entitled to require the Individual User to do so for the security of the Individual Account or the relevant Business Profile. Any failure or delay of the Individual User to comply with this Clause 5.9 may cause RDEZ to delay the processing of or refuse to further process the relevant Instruction.

5.10 All Instructions and other communications given by you 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.

6 Representations and Warranties

6.1 Save for Clause 6.2, you represent, warrant and covenant to RDEZ that:

- (a) *Capacity:* You have the power to enter into, perform and deliver your obligations under the Individual User Terms and all other applicable terms and conditions, and any transactions contemplated thereunder. You are not, by reason of illness or incapacity (whether mental or physical), incapable of managing your own affairs;
- (b) *Non-contravention:* By entering into and performing your obligations in, and any transactions contemplated by the Individual User Terms and all other applicable terms and conditions imposed on you by RDEZ, you will not contravene any: (a) Applicable Laws (including any tax obligations in the relevant jurisdictions); or (b) agreements or instruments binding on you or your assets;
- (c) *Authorisations:* You have taken all necessary action and obtained all required or desirable authorisations to enable you to: (i) enter into and perform your obligations under the Individual User Terms and all other applicable terms and conditions imposed on you by RDEZ, and any

transactions contemplated thereunder; (ii) act on behalf of the Business User and procure that it complies with the Business User Terms; and (iii) make the Individual User Terms admissible in evidence in Hong Kong. Any such authorisations are in full force and effect;

- (d) *Information:* All information and documents provided by you to RDEZ, whether in relation to yourself or a Business User (where applicable) are accurate, correct, complete, up-to-date and are in full force and effect;
- (e) *Sanctions:* You are not, and are not directly or indirectly controlled by, related to or associated with any person that is:
 - (i) the subject of any sanctions administered or enforced by any Authority ("**Sanctions**"); or
 - (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of any Sanctions; and
- (f) *CFCA:* If you are an individual who possesses a Chinese identity card, with PRC as your nationality, or may otherwise be potentially subject to the requirements imposed by China Financial Certification Authority, you confirm that you have 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》).

6.2 You further covenant to RDEZ that each representation and warranty in this Clause will remain true and correct throughout the duration of the Individual User Terms until the termination, removal or deletion of your Individual Account or Individual Profile.

7 Undertakings

7.1 You undertake the following, and these undertakings remain in force from the date of your acceptance of the Individual User Terms until the termination, removal or deletion of your Individual Account or Individual Profile:

- (a) to use your Individual Account and, if you have been appointed as a Profile Controller of a Business Profile, the relevant Business Profile in accordance with all Applicable Laws, the Individual User Terms and the Business User Terms, and such other applicable terms and conditions as may be stipulated by RDEZ from time to time;
- (b) not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorised access to any part of the Individual Account, the Individual Profile, the RD ezLink, the Platform, any other system operated by RDEZ, its affiliates or partners and, if you have been appointed as a Profile Controller of a Business Profile, the relevant Business Profile;
- (c) to notify RDEZ as soon as you encounter any irregularity or malfunction in using your Individual Account, Individual Profile, the Business Profile (where applicable) and/or the RD ezLink; and

- (d) to comply with all such requirements and requests as RDEZ may specify from time to time in connection with the access, use or maintenance of the Individual Account, Individual Profile and/or the Business Profile (where applicable).

8 Username, Password and OTP

- 8.1 You shall comply with all requirements, instructions or recommendations relating to security for the use of your Individual Account (including the use, registration and activation of any Login Details) as RDEZ may prescribe from time to time.
- 8.2 You may change any Username and/or Password or re-register your Biometric Credentials in accordance with the procedures prescribed by RDEZ from time to time but any change is effective only upon confirmation by RDEZ. An OTP may expire after a certain period as determined by RDEZ and notified to you.
- 8.3 Each of the Login Details (save for the OTP) will remain effective until changed or cancelled by you in accordance with such procedures as prescribed by RDEZ from time to time and the change or cancellation is accepted by RDEZ.
- 8.4 You acknowledge that your mobile service provider may not allow you to receive the OTP via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by a mobile service provider for receiving the OTP. RDEZ will not be liable for any such charges levied by such service provider or any other party.
- 8.5 Delivery of the OTP via SMS or e-mail may be subject to delayed transmission due to the traffic of the service network of your network service provider. RDEZ will not be liable for losses arising out of any interruption or delays due to any failure of the network service provider.

9 Biometric Credentials

- 9.1 We may at our sole discretion allow you to use Biometric Credential to authenticate your identity. In order to use your Biometric Credentials, you must register your Electronic Device (with biometric identity sensor supported) for the same by completing the steps specified by us, including:
 - (a) installing the Mobile App on your Electronic Device;
 - (b) activating the biometric identity sensor on your Electronic Device and registering at least one of your Biometric Credentials to control and access the Electronic Device; and
 - (c) at our reasonable request, executing any additional documents, providing any additional information, and performing any such acts as we consider necessary for the purpose of enabling your use of the Biometric Credentials.
- 9.2 Once your Biometric Credentials are successfully registered, you may use your Biometric Credentials to authenticate your identity to access your Individual Account and/or a Business Profile (where applicable). You can deactivate your Biometric Credentials at any time by completing the steps specified by us from time to time. We reserve the right to unilaterally terminate your use of the Biometric Credentials

and we will notify you of such termination by email or via other channel as we deem appropriate.

9.3 By using your Biometric Credentials, you:

- (a) understand that the Biometric Credentials are recorded on your Electronic Device only and we do not collect, save or keep any record of your Biometric Credentials;
- (b) agree that RDEZ is authorised to authenticate your identity by verifying the Biometric Credentials recorded on your Electronic Device;
- (c) must ensure that only your Biometric Credentials are stored on your Electronic Device;
- (d) agree that each time the Mobile App detects the use of your Biometric Credentials registered on the relevant Electronic Device, you are deemed to have accessed the Individual Account;
- (e) understand that the authentication process is performed by the Mobile App by interfacing with the biometric identity sensor module on your Electronic Device and that you agree to the authentication process and our accessing and using of any information obtained via the biometric identity sensor module on your Electronic Device;
- (f) understand that upon the successful registration of your Biometric Credentials, the Biometric Credential stored on your Electronic Device can be used to access your Individual Account and/or a Business Profile (where applicable) and that it is your responsibility to take all reasonable security measures to prevent any unauthorised or fraudulent use of your Individual Account and/or a Business Profile (where applicable) via the biometric identity sensor module, including complying with the security measures set out in Clause 10;
- (g) understand that we do not represent or warrant that the biometric identity sensor module will be accessible at all times, or will be compatible with any particular electronic equipment, software, infrastructure or other services that we may offer from time to time; and
- (h) agree that you must bear the sole responsibility for all uses and instructions given to us (whether authorised by you or otherwise) by way of Biometric Credentials and we are not liable for any losses which you may incur in connection with the use or attempted use of Biometric Credentials and/or instructions given by way of Biometric Credentials.

10 Security Measures

10.1 You agree to be responsible for setting up, maintaining and regularly reviewing security measures in relation to the access to and use of your Individual Account, including security measures relating to the control and use of and access to any Electronic Devices used to access your Individual Account and any Login Details. For further details, please refer to the security measures set out in the Platform Terms of Use.

- 10.2 You must act in good faith and exercise reasonable care and diligence in keeping any Login Details confidential. Under no circumstances should you disclose your Login Details to any person.
- 10.3 You shall keep all Electronic Devices used to access your Individual Account secure at all times and act in good faith and exercise reasonable care and diligence in preventing any accidental or unauthorised use, access to or loss thereof, including logging out of the Individual Account after each session and installing appropriate and up-to-date security software and security patches from time to time to safeguard any information and data contained in those Electronic Devices, failing which may lead to or facilitate any accidental or unauthorised access to or use of your Individual Account.
- 10.4 You shall not access your Individual Account using Electronic Devices that are connected with a local area network (LAN) or any public internet access device or access point without first ensuring that such Electronic Devices and network are free from viruses, spyware, destructive or disruptive components, malicious codes or any other software or component which will or may compromise your access to your Individual Account.
- 10.5 The Individual User understands and accepts that any person who has access to, possesses, knows or is allowed to find out the Login Details may be able to access and operate (in the case of an Application Representative) a Business User's application to create a Business Profile and use the RD ezLink and RD ezLink Services, the Individual Account and/or (in the case of a Profile Controller) a Business Profile. RDEZ shall not be liable for any losses in relation thereto prior to RDEZ receiving the notice referred to in Clause 10.7 and RDEZ having a reasonable opportunity to take appropriate actions in respect of such notice.
- 10.6 RDEZ may at any time modify all or any of the security procedures established for the Individual Account, including the modification of any rules of operation, delivery of any Login Details and authentication procedures, as the case may be. The Individual User shall observe and adopt in a timely manner such security procedures.
- 10.7 You must immediately notify RDEZ if you know or suspect that:
- (a) there is or has been any accidental or unauthorised access to your Individual Account, your Individual Profile, a Business Profile, any RD ezLink Services or the RD ezLink, the Platforms and/or unauthorised use or loss of any Electronic Devices used to access any of the aforementioned;
 - (b) there is or has been any unauthorised Instructions; or
 - (c) an unauthorised person is aware or has knowledge of any Login Details.
- You shall, following the occurrence of any of the foregoing, immediately change your Login Details used to access the Platforms, the Individual Account and any Business Profiles (where applicable).
- 10.8 You must immediately notify RDEZ and take all necessary steps (as prescribed by RDEZ) to terminate your access to the relevant Business Profile if your designation or appointment as a Profile Controller with respect to a Business Profile is or is

supposed to be withdrawn or amended (pending the new arrangement being set up) by the relevant Business User.

- 10.9 Where you have been designated or appointed as a Profile Controller with respect to a Business Profile, you must immediately notify RDEZ and take all necessary steps (as prescribed by RDEZ) to terminate the access of another Profile Controller with respect to that same Business Profile where: (a) such Profile Controller resigns or departs the relevant Business User; (b) the designation or appointment of such Profile Controller is withdrawn or amended (pending the new arrangement being set up) by the relevant Business User; and (c) you suspect any impropriety on part of such Profile Controller in connection with their use and maintenance of that Business Profile.

11 Termination or suspension

- 11.1 The Individual User Terms may be terminated immediately by RDEZ giving notice to you upon the occurrence of any of the following events:

- (a) if you commit a non-material breach of the Individual User Terms or any applicable terms and conditions imposed on you by RDEZ, which is not remedied within twenty-one (21) days of a written notice being served by RDEZ;
- (b) if you commit a material breach of the Individual User Terms (including, but not limited to, failure to pay any amount payable on a due date (in respect of which the receipt by you of a notice of late payment under the Individual User Terms in any form from RDEZ shall be deemed to be a notice of material breach)) or any applicable terms and conditions imposed on you by RDEZ, or repeat any breach that has previously been the subject of a notice under paragraph (a) above;
- (c) any representation, warranty or undertaking given by you in Clauses 6 and 7 is incorrect, false or misleading in any material respect or has been breached;
- (d) the Individual Account, the Individual Profile or a Business Profile is being used or is suspected of being used for any illegal purpose or activity in any jurisdiction;
- (e) there is any breach or failure by the relevant Business User or you to observe any Applicable Laws; or
- (f) it is necessary or useful in RDEZ's opinion to terminate the Individual User Terms to prevent the violation or breach of any Applicable Laws, any internal policies or procedures established by RDEZ in accordance with the Applicable Laws or good market practice.

- 11.2 If RDEZ is of the opinion that any of the events set out in Clause 11.1 has occurred, RDEZ has the right to suspend all or any part of the Individual Account, the Individual Profile or a Business Profile with immediate effect.

- 11.3 We have the right to restrict or impose conditions for accessing or using the Individual Account, a Business Profile, the RD ezLink or any RD ezLink Services,

including where an Individual Account or Business Profile has been inactive for a certain period of time as determined by us, or for compliance with any Applicable Laws, or otherwise for the purpose of preventing or managing any risk to or of RDEZ.

11.4 Upon the termination of the Individual Account or the Individual User Terms and during the period of suspension of all or any part of the Individual Account, the Individual Profile or a Business Profile, RDEZ:

- (a) shall cease to have any further obligation to provide any benefit or services to you in respect of your Individual Account or otherwise;
- (b) may, without giving notice to you, cancel or terminate any Instruction or incomplete Instruction which has not been executed by RDEZ at the time of suspension or termination; or
- (c) may, without giving notice to you, execute any Instruction that RDEZ has affected on your behalf before such suspension or termination.

12 Recordings, Records and Reference Numbers

12.1 RDEZ is authorised to record all Instructions and communications in the RD ezLink between: (a) it and a Profile Controller or an Application Representative; and (b) subject to RDEZ obtaining the prior written consent of a Business User and a RD ezLink Partner, a Profile Controller and a Connected RD ezLink Partner, and to retain those recordings or records for a period of time as RDEZ considers necessary.

12.2 The Profile Controller may access the records in connection with the Business Profile or such Business User's use of the RD ezLink Services, through a Platform or such other means as determined by RDEZ from time to time. The Profile Controller agrees to download, save or print such records 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.

13 Collection, use and sharing of User Information

- 13.1 This Clause 13 explains how we will use the User Information. The PDPO Notices also contain important information about how we may collect, use, disclose and/or transfer such information if it amounts to Personal Data and you should read this clause in conjunction with the PDPO Notices. You acknowledge that you have read and understood the PDPO Notices and agree to be bound by them. 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 or Individual Profile to form part of a Business Profile) for direct marketing purpose by RD Technologies (or RDEZ) targeted at the Business User or the representatives of a Business User.
- 13.2 User Information may be requested by us or by someone on our behalf or a Connected RD ezLink Partner or other parties on their behalf, and may be collected from you directly, from the relevant Business User or a person acting on your behalf, or from some other sources (including from publicly available information) and it may be generated or combined with other information available to us (including those derived from verifying the User Information).
- 13.3 The purposes for which the User Information may be used by RDEZ are as follows:
- (a) considering applications for the Individual Account and each relevant Business Profile;
 - (b) verifying the identity of the Individual User;
 - (c) considering the Business User's application for the RD ezLink Services;
 - (d) creating and maintaining the Individual Account, Individual Profile or a Business Profile (where applicable);
 - (e) providing the RD ezLink Services (where applicable);
 - (f) approving, managing, administering or effecting an Instruction that the Business User requests or authorises;
 - (g) complying with any Compliance Obligations or contractual obligations, requirements or arrangements that RDEZ is expected to comply with;
 - (h) matching against any data held by RDEZ whether or not with a view to taking any adverse actions against you; and
 - (i) such other purposes set out in the PDPO Notices applicable to Personal Data as if they would apply in full in this Clause 13 to non-Personal Data.
- 13.4 User Information will not be disclosed to anyone, other than where:
- (a) we are legally required to disclose the same under the Applicable Laws;
 - (b) we have a public duty to disclose;
 - (c) such disclosure is required for the protection, enforcement or defence of our legal rights, interests or legitimate business purpose;

- (d) the disclosure is made with your consent; 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 User Information which is non-Personal Data (and the recipients may also use, transfer and disclose such information for the purposes set out therein).

13.5 You shall:

- (a) promptly upon the request of RDEZ or a Connected RD ezLink Partner, provide or upload any User Information to the RD ezLink via a Platform for any of the purposes set out in Clause 13.3 above;
- (b) where there is a change in any User Information previously provided or uploaded to the RD ezLink, you agree to promptly provide such updated information or documents to the RD ezLink via a Platform immediately, and in any event within fourteen (14) days after such change takes place; and
- (c) take such steps as are required from time to time for the purposes of any Applicable Laws to permit us to use, store, disclose, process and transfer any User Information in the manner set out in the Individual User Terms.

13.6 Where (i) you fail to promptly provide any User Information as may be requested by us or any Connected RD ezLink Partner, (ii) you withhold or withdraw any consent that we may need to process, transfer or disclose any User 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;
- (c) be unable to continue to process a Business User's application to create a Business Profile and use the RD ezLink/RD ezLink Services; and
- (d) be unable to provide, or continue to provide, all or any part of our services via the Individual Account and reserve the right to terminate our relationship with you and/or each Business User.

13.7 If you fail to supply promptly the Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your tax status, including whether you are reportable to an Authority, and may require us or other persons to withhold amounts as may be legally required by any Authority and to pay such amounts to the appropriate Authority.

14 Indemnity

14.1 The Individual 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 creation, use and maintenance of the Individual Account and/or a Business Profile;
- (b) claims, proceedings or actions made or brought against any of them by any third party arising out of the breach by the Individual User of any of his obligations to such third party hereunder;
- (c) 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;
- (d) (with respect to any Content or communications transmitted between the Profile Controller and a Connected RD ezLink Partner through the RD ezLink) any failure to transmit or receive any Content or communication to or from a Connected RD ezLink Partner through the RD ezLink for any reason;
- (e) subject to Clause 15.1, the fraudulent, negligent or unauthorised use of the Individual Account, the Individual Profile and/or a Business Profile (where applicable);
- (f) any act or omission by the Individual User that violates any Applicable Laws;
- (g) any breach by the Individual User of any representation, warranty or provision under the Individual User Terms;
- (h) RDEZ's maintenance or operation of the Individual Account, Individual Profile or a Business Profile;
- (i) the Individual User's failure to provide complete, accurate and up-to-date information as requested by RDEZ or a Connected RD ezLink Partner from time to time;
- (j) the Individual User's failure to safeguard the Electronic Devices or any Login Details;
- (k) RDEZ preserving or enforcing its rights under the Individual User Terms (including commencing legal proceedings), or complying with its obligations under the Individual User Terms; and
- (l) any reduced level or failure on the part of third-party service providers, including any correspondent or agent of RDEZ, other financial institutions, Third Party Providers, internet services providers and software manufacturers and providers, to provide their services to RDEZ or the Business User,

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

15 Limitation of Liabilities

- 15.1 RDEZ will take reasonably practicable steps to ensure that its systems and infrastructures in connection with the RD ezLink or RD ezLink Services are installed with adequate security designs and to control and manage the risks in operating the systems and infrastructure, taking into account any Applicable Laws and prevailing

market practices which may be applicable to RDEZ from time to time. However, the Individual User accepts that:

- (a) the internet may not always be a reliable medium or communication;
- (b) a Platform may not meet all the requirements or expectations of the Individual 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 Services and/or a Platform may be subject to interruptions or variation and/or require periodic modifications and improvements from time to time.

15.2 Except as expressly set out in the Individual User Terms, the Individual Account, the Individual Profile and the RD ezLink are made available to you on an "as is" and "as available" basis and all terms, conditions and warranties express or implied by law relating to the Individual Account, the Individual Profile and the RD ezLink including quality, availability, security and fitness for purpose are excluded to the extent permitted by Applicable Laws.

15.3 If the Individual User uses any service provided by any third party who is not RDEZ's agent or nominee, RDEZ is not liable in any way whatsoever, including the following:

- (a) the quality of the relevant service;
- (b) any personal injury or property damage suffered by the Individual User; and
- (c) any Losses which the Individual User may suffer or incur arising from or in connection with any act or omission of that other person providing the service.

15.4 The Individual 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 Individual User Terms, the Individual User's use or inability to use or access the Individual Account, the Individual Profile, Business Profile (where applicable) or the RD ezLink, 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.

15.5 Nothing in the Individual 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.

16 Intellectual Property

- 16.1 The Individual User acknowledges that all information or data made available to the Individual User as part of the RD ezLink Services, including information contained in a Business Profile is either licensed from Third-Party Providers (including but not limited to Business User (s)) or is proprietary to RDEZ. Unless otherwise expressly stated or approved in writing by RDEZ or such Third-Party Providers (as the case may be), nothing on a Platform or any Third-Party Websites shall be implied as granting the Individual User any right or licence to use any IP Rights related to any Content.
- 16.2 The Individual User shall not and shall not attempt to participate or permit any other person to do the following without RDEZ's prior written consent and shall notify RDEZ immediately if the Individual User knows or suspects that any person is doing or attempting to do any of the following:
- (a) sell, distribute, reproduce, vary, display, publicly perform, prepare works based on reproducing or otherwise use any of the Contents in any way for any public, business or commercial use;
 - (b) use any Contents on any other website or in a networked computer environment for any purpose;
 - (c) break into, access or use or attempt to break into, access or use any part of the RD ezLink, the Platforms, the Contents and/or any data areas on RDEZ's servers for any purposes unauthorised by RDEZ;
 - (d) infringe the IP Rights of any person or any party in using a Platform or any Contents;
 - (e) violate any Applicable Laws of any applicable jurisdiction in the use of the RD ezLink and/or a Platform; and/or
 - (f) collect or store Personal Data of or about other users of a Platform.

17 Amendments

- 17.1 RDEZ may add, delete, change or revise the Individual User Terms and any other terms and conditions governing the use of the Individual Account or the Individual Profile from time to time. Any addition, deletion and amendments to the Individual User Terms shall become effective upon RDEZ giving reasonable notice to the Individual User.
- 17.2 Alternatively, RDEZ may give notice to the Individual 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 Individual User if the Individual User continues to maintain the Individual Account or Individual Profile on or after the effective date of any such amendment.

18 Communications

- 18.1 RDEZ shall be entitled to prescribe from time to time the form and channel of communication with the Individual User.

- 18.2 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).

19 Severability

Each of the provisions of the Individual 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.

20 Waiver

No act, delay or omission by RDEZ, at any time, shall affect its rights, powers and remedies under the Individual 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 BU Individual User Terms are cumulative and not exclusive of the rights, powers and remedies provided by law.

21 Assignment

- 21.1 You are not entitled to assign or otherwise transfer any of your rights, obligations or benefits under the Individual User Terms without the prior written consent of RDEZ.
- 21.2 RDEZ is entitled to assign or otherwise transfer any of its rights, obligations and benefits under the Individual User Terms to any successor entity, affiliate or other person at its sole discretion.

22 No Breach

Notwithstanding anything to the contrary, nothing in the Individual 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 (i) any Applicable Laws, or (ii) any order or sanction of or imposed by any Authority.

23 Entire Agreement

- 23.1 The Individual User Terms constitutes the entire agreement between RDEZ and you and replaces all previous agreements, promises, assurances, warranties, representations and understanding between the parties, whether written or oral, relating to its subject matter.
- 23.2 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 Individual User Terms.

24 No Third-Party Rights

Except as expressly provided in the Individual User Terms, a person who is not a party to the Agreement 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.

25 Inconsistency

25.1 In the event of any conflict or discrepancy between:

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

26 Governing Law and jurisdiction

26.1 The Individual User Terms shall be governed by and interpreted in accordance with the laws of Hong Kong.

26.2 For the benefit of RDEZ, and subject to Clause 26.3, the Individual User and RDEZ 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 the Individual User 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.

26.3 Nothing in this Clause 26, shall limit the right of RDEZ to bring proceedings, including third party proceedings, against the Individual User 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 the Applicable Laws.

27 Survival

The following obligations of the parties will survive termination of the Individual User Terms and your Individual Account and Individual Profile: Clauses 6 (*Representations and Warranties*), 7 (*Undertakings*), 11 (*Termination*), 13 (*Collection, use and sharing of User Information*), 14 (*Indemnity*), 15 (*Limitation of Liabilities*), 16 (*Intellectual Property rights*), 19 (*Severability*), 20 (*Waiver*), 21 (*Assignment*), 22 (*No breach*), 24 (*No Third-Party Rights*), 25 (*Inconsistency*) and 26 (*Governing Law and Jurisdiction*) of the Individual User Terms and any payment obligations of the Individual User that accrue prior to such termination.

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