

TERMS OF USE

Please read the terms of use set forth below, as they apply to your use of the website. Your use of the website signifies your acceptance of these terms of use and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.

1. Changes to Website

BWC Financial Group (China) Limited and any/all of its subsidiaries, associated and/or related companies (collectively, “BWC” or “we”) may, in our sole discretion and at any time, without notice to you, add to, amend or remove any Information from the Website, or alter the presentation, substance, or functionality of the Website.

2. Change of Terms

We may amend the Terms of Use from time to time in our sole discretion without notice or liability to you. By continuing to use the Website following such amendments to the Terms of Use, you agree to be bound by such amendments.

In addition to these Terms of Use, the use of Services offered on the Website may be subject to further terms and conditions.

In the event of any conflict, the specific Services terms and conditions shall prevail over these Terms of Use.

3. User's Conduct

As a condition of your use of the Website, you must not:

- i. trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorised by us;
- ii. restrict or inhibit any other user from using and enjoying the Website;
- iii. post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable Information of any kind, including without limitation any transmissions constituting or encouraging conduct that may constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law;
- iv. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited

- v. commercial communication, or engage in spamming or flooding;
- v. post or transmit any Information or software which contains any virus, trojan horse, worm or other harmful component;
- vi. post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Website for commercial purposes; or
- vii. upload, post, publish, transmit, reproduce, or distribute in any way, Information obtained through the Website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without the prior written permission of the copyright owner or rightholder.

You have no rights in or to the Information available on the Website and you will not use the Information available on the Website in any manner or for any purpose, except as permitted under these Terms of Use.

4. Access

We reserve the right at all times to prohibit or deny your access to the Website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in the Terms of Use or that such prohibition or denial is appropriate, desirable or necessary in our sole discretion.

Whilst we implement appropriate security measures to control access to the Website, you must keep your log-in details (if any) confidential and ensure that only you access the Services for proper purposes.

5. Third Party Information

The Information may contain Information provided by Third Party Providers or sourced by BWC from other references or sources. The Information on the Website may not be regarded as any recommendation or endorsement by BWC for any purpose with respect to any person, product or service.

BWC is not responsible if any such Information is not up to date; BWC does not separately verify such Information. Accordingly we do not accept any responsibility whatsoever in respect of such Information. Any use of and reliance on such Information is at your own risk.

6. Links to and from the Website

The links on the Website may take you to other sites and you acknowledge and agree that BWC and the BWC Affiliates have no responsibility for the accuracy or availability of any Information provided by linked websites.

Links to other websites do not constitute an endorsement by BWC of such websites or the Information, products, advertising or other materials available on those websites.

7. Indemnity

You irrevocably and unconditionally agree to defend, indemnify and hold harmless us and each of our Affiliates and each of our respective officers, directors, agents, employees, contractors and other representatives from and against all claims, actions, demands, liabilities, expenses, losses, damages and other costs whatsoever (including but not limited to any claims made against us by any third party) arising from, in connection with or related to your use of the Website or your breach of these Terms.

8. Intellectual Property Rights

All intellectual property rights subsisting in respect of the Website belong to BWC or have been lawfully licensed to BWC for use on the Website. All rights under applicable laws are hereby reserved. Except with the express permission of BWC, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is copyrighted under applicable laws.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us ("Feedback") in connection with the Website and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

9. Limited Liability and Warranty

All Information is for your general reference only. BWC do not accept any responsibility whatsoever in respect of such Information.

Your access to and use of our website is at your sole risk and is provided "as is," "as available." The website is for your personal use only and we make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose.

Our entire liability and your exclusive remedy with respect to the website or otherwise, is re-performance of defective services. In jurisdictions which do not allow the exclusion or limitation of certain types of liability, our liability will be limited to

the maximum extent permitted by law. We do not endorse, warrant or guarantee any material, product or service offered through us or our website. We are not and will not be a party to any transaction between you and any third party.

Neither BWC nor any of BWC Affiliates shall guarantee or assume any responsibility that :

- i. the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
- ii. the Information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
- iii. messages sent through the internet including in connection with the Services will be free from interception, corruption, error, delay or loss;
- iv. access to the Website will be available or be uninterrupted;
- v. use of the Website or Services will achieve any particular result; or
- vi. defects in the Website will be corrected.

Without limiting the generality of the foregoing, in no event will BWC or the BWC Affiliates be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the Information or the Services, even if BWC or the BWC Affiliates have been advised of the possibility of such loss or damages.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Information and use of the Services. You are responsible to ensure that your use of the Information and the Services complies with all applicable legal requirements.

10. Privacy Policy

For information about our privacy policies and practices, please refer to our Privacy Policy Statement. You agree to the use and disclosure of your information in the manner set out in our Privacy Policy Statement (as updated from time to time). Where personal data is collected in connection with the Services, you should also have reference to the relevant user agreements linked to the form through which your personal data is collected.

11. Several Users

If there are two or more persons adhering to these Terms of Use as user, their liability under the Terms of Use is joint and several, and their rights are joint.

12. Miscellaneous

No waiver of any breach under these Terms of Use will amount to a waiver of any other breach. The headings in these Terms of Use are for convenience only and do not affect interpretation.

13. Termination

We may, in our sole discretion and at any time, without prior notice to you and without cause, terminate all or any part of our Services to you and consequentially prohibit your right to access to the Services.

14. Governing Law and Jurisdiction

These Terms of Use shall be governed by the law of the Hong Kong Special Administrative Region. You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

If there is any conflict or difference between the Chinese version of the Terms of Use and its English version, the English version prevails. If any part of the Chinese version is unclear, reference should be made to the English version.

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