

ZA Care Terms of Service

Last Update: 12 August 2021

PLEASE READ THESE TERMS OF SERVICE (THIS "AGREEMENT" OR THE "TERMS OF SERVICE") VERY CAREFULLY BEFORE YOU AS USERS (DEFINED BELOW)("YOU") USE THE SERVICES OFFERED BY ZA CARE OR ANYTHING RELATED TO care.za.group. ("ZA CARE" OR THE "COMPANY"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT care.za.group, ALL OTHER SITES OWNED OR OPERATED BY ZA CARE THAT REDIRECT TO care.za.group, AND ALL SUBDOMAINS (COLLECTIVELY, THE "SITE"), AND THE SERVICE OWNED AND OPERATED BY THE COMPANY (TOGETHER WITH THE SITE, THE "SERVICES"). BY USING THE SERVICE IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE OR CONTRIBUTING CONTENT, INFORMATION, OR OTHER MATERIALS OR SERVICES TO THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. ZA Care

(1) Summary of Services:

ZA Care is a not-for-profit online platform that allows non-profit organizations and entity ("Campaign Organizers") to create, promote, and manage event registrations ("Events") and fundraising campaigns ("Campaigns") to accept monetary donations ("Donations") from donors ("Donors") for charitable purposes. Campaign Organisers must be qualified as charitable institutions and trusts of a public character which are exempted from tax under section 88 of the Inland Revenue Ordinance of Hong Kong SAR (Cap 112 Laws of Hong Kong) ("Non-profit organizations", "Charities").

Through the Site, email, websites, and other media, the Service makes accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, projects, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). Campaign Organizers, Donors, and other visitors and user of the Services (collectively, "Users") may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible (including but not limited to any of the foregoing that they request or authorise the Company to do on their behalf) ("Submit") Content. "User Submissions" means any Content Submitted by Users.

2. Agreement

(1) Acceptance of the Agreement:

These ZA Care Terms of Service apply to your use of ZA Care's online and mobile event and fundraising platform ("Platform") related to the creation, deployment, analysis,

administration, participation of and donate to events and fundraising campaigns. Your use of the Platform signifies that you agree to these Terms. If you are using the Platform for an organization, you agree to these Terms on behalf of that organization, and represent you have authority to bind that organization to the terms contained in this Agreement.

(2) Revision to this Agreement:

ZA Care reserves the right, at its sole discretion, to modify or replace these Terms of Service, or change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason with the notice to participated charities in advance. We may also impose limits on certain features and services or restrict your access to parts or all the Service without notice or liability. It is your responsibility to check the Terms of Service periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. ZA Care will contact all users via e-mail on material updates.

3. Access and Use of the Services

(1) Payment:

ZA Care is not a payment processor and does not hold any funds. Instead, ZA Care works with a third-party payment processing partner – *Stripe* – to process Donations for a Campaign (“Payment Processor”). You acknowledge and agree that the use of Payment Processors and its terms - <https://stripe.com/en-hk/ssg> - is part of the Services and that we exchange payment information with Payment Processors in order to facilitate the provision of Services.

(2) ZA Care is an Online Platform:

ZA Care is an administrative Platform facilitating the Events or Campaigns of the Campaign Organisers and Donors. All information and content provided by ZA Care relating to the Services is for information purposes only, and ZA Care does not guarantee the accuracy, completeness, or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns, Charities, Donations, Donors, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

ZA Care has no control over the conduct of, or any information provided by Users and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. As a User, you must make the final determination as to the value and appropriateness of contributing to any User, Campaign, or Event.

(3) **ZA Care does not Solicit:**

ZA Care offers a Platform for Campaign Organizers to raise money. We merely provide the technology to allow Campaign Organizers to connect with Donors. The existence of the Services is not a solicitation of donations by ZA Care, and ZA Care does not engage in any solicitation activities or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that ZA Care shall not be responsible for the use of your donations or the amount of funds raised for the Campaign Organizers, Users or Events.

(4) **Donations of money:**

All Donations are at your own risk. When you donate through the Platform of ZA Care, it is your responsibility to understand how your money will be used. ZA Care is not responsible for any offers, promises or promotions made or offered by the Campaigns. We do not and cannot verify the information that the Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws.

- Donors are not permitted to impose restrictions on the use of Donations by the Non-profit Organizations.
- ZA Care will have no liability for any claim by any tax authority with respect to the characterization on any applicable tax return of any Donation by you, any Donors, or any Non-profit Organizations. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition.
- Issuance of donation receipts are subject to each Non-profit Organizations' discretion, ZA Care does not have control over and shall not be liable for, the issuance.
- Participants acknowledge and agree that, in accordance with the Privacy Policy, some of Donors' personal information will be shared with the Non-profit Organizations to which such Donors makes a donation (including without limitation as part of a Donors

List, as set forth below) and may be used by such Non-profit Organizations in accordance with their Privacy Policy. ZA Care is not responsible, and shall not be liable, for any Non-profit Organization's use of any Donors information.

- ZA Care will donate HKD \$10 for every donor's donations to each campaign, with a limit of maximum 2000 donors per campaign. ZA Care will take reference from the "Number of Donors" shown on the platform to make the donations to each Charities.

(5) Warranties of Campaign Organisers:

You, as a Campaign Organizer, represent, warrant, and covenant that (i) all information you provide in connection with a Campaign is accurate, complete, and not mislead or deceive reasonable Users; (ii) all Donations contributed to your Campaign will be used solely for the purpose as described in the materials that you post or otherwise provide; (iii) if you withdraw donations believed by reasonable Donors to be raised on behalf of someone other than you (i.e., the Beneficiary), all Donations will be given to and/or spent on behalf of the Beneficiary; (iv) you will not infringe the rights of others; (v) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax, political contributions, and asset disclosures for your project; and (vi) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law (including but not limited to Personal Data Privacy Ordinance (Cap 486 Laws of Hong Kong)), to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize ZA Care, and ZA Care reserves the right to, provide information relating to your Campaign to Donors, beneficiaries of your Campaign or law enforcement, and to assist in any investigation thereof.

- (6) ZA Fam Registration :** You are required to register with ZA Fam in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current, and complete information about yourself or your Charity as prompted by the Services' registration form. Campaign Organizers must register using their true identities (or the identities of the Charities' authorized representatives), including their name, address and any image or video purporting to depict the Campaign Organizer or the Beneficiary of such campaign. You agree to keep registration information current and up to date.

Some of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., Payment Processors), with whom ZA Care has entered into contracts, in order to be able to benefit from their services. If ZA Care or one of our payments processors at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third party Payment Processors are integral to the Services and that we exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

(7) Charities Joining:

- ZA Care welcome Charities to join the Platform, should you be interested in joining as an organization partner, please reach out to us at care@za.group.
- If you are the authorized representative of a Charity, and you do not wish for your Charity to appear in ZA Care's searchable database, you may contact us at care@za.group to request that your Charity be removed from our database. Your email should include your full name, title, and an email address and phone number associated with your Charity. Please note that if your Charity is removed from the ZA Care's database, it will not be eligible to receive contributions through the Platform.
- **Chargebacks and Refunds:** Occasionally, a Donor may dispute a credit card charge for a Donation through the Services. The Charity has control over the Donations and Charity, and not ZA Care, is responsible for issuing refunds and handling chargebacks directly with Donors.
- **Receiving Funds:** As a Charity, receipt of Donations, minus any applicable Payment Processor Fees, is based upon and subject to the applicable Payment Processor's procedures and terms.
- ZA Care does not withhold funds for tax purposes or otherwise. Charities will be solely responsible for taxes based on applicable international, local or any other taxes or levies, or for any applicable taxes based on their net income or gross receipts (if any).

(8) Ownership of Donors List and Data

As between ZA Care and Charity using the ZA Care Platform, with respect to Donors lists and Data that ZA Care has received exclusively by means of a registration or donation to such Charity, Charity shall own the Donors Data who have registered for an event or provided a Donation to Charity, including contact information of such Donors. The Charity grants to ZA Care and its related companies a worldwide, non-exclusive, royalty-free,

perpetual license to use Donors Data for the following purposes: (a) to provide the Services, including account administration and processing donations; (b) to enforce our agreements; (c) fraud prevention, safety, security, and compliance with law; (d) to respond to law enforcement requests; (e) research and analytics; (f) to customize, adjust, and improve the Services; and (g) to develop new services.

“Donors Data” shall mean a Donor’s name, email address, events registered, donation amount, date of transaction, transaction identification number, name of the project, and Event associated with the Donation. The list of Donors who contribute to a charity’s campaign or event conducted through the services (“Donors Lists”) are provided “as is”, and ZA Care makes no representations, warranties or guarantees about the accuracy or completeness of any Donors list or any information contained therein. By using these Services, all Donors consent to the disclosure of such Donors Lists and Donors Data described in this Section.

(9) Taxes

It is your responsibility to determine if any, taxes apply to the Donations you receive through your use of the Services. It is solely your responsibility to assess, collect, report, or remit the correct tax, if any, to the appropriate tax authority.

(10) Suspension or Discontinuance or Amendment of Services

ZA Care reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

4. Content disclosed to Public by the Users

- (1) Some of your activity on and through the Services is public. Additionally, user profile information, including your first and last name, public email address, organization, and other information you enter in connection with your user profile may be displayed to other users to facilitate user access within the Services. Individuals reading such information may use or disclose it to other individuals or entities without our knowledge and without your knowledge, and search engines may index that information. We therefore urge you to think carefully about including any specific information you may deem private in content that you create or information that you submit through the Services. Please see our Privacy Policy for information on the ways that we may collect,

use, and store certain information about you and your use of the Services.

(2) **Third-Party Access:** If you use any feature of the Services that allows you to access with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a donation), either by submitting Third-Party Data to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and informed them how their information is collected and used by ZA Care to provide the Services. We reserve the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate access between you and such third party through the Services. In addition to sending the foregoing communications we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to “opt out” of receiving further communication of the same nature.

(3) **Promotions on the ZA Care:** You are not permitted to offer any reward, give-away or similar activity (each, a “Promotion”) on or through the ZA Care Services without our prior written consent. You may seek permission by sending an email to care@za.group. If we consent, you take full responsibility for the Promotion, and you agree that: (a) such Promotion shall comply with all applicable laws; (b) you are solely responsible for the Promotion, including without limitation any prizes offered; (c) you may not use our intellectual property in the rules or any other materials relating to the Promotion without our express written permission; (d) such Promotion does not require making a Donation as the only way to enter; (e) you are responsible for the marketing of the Promotion, and that such Promotion is not marketed to anyone under either the age of 18 or the age of majority for the jurisdiction in which you reside, whichever age is older; (f) prizes, rewards, give-aways or incentives are not intended to be items available for purchase; and (g) such Promotion may not endorse, sponsor or promote anything related to gambling, alcohol, illegal or prescription drugs, medical devices, health products, firearms, pornography, or tobacco. You will include the following provisions within your official rules for any Promotion that you choose to publicize on ZA Care: (i) ZA Care does not sponsor or endorse the Promotion; (ii) ZA Care does not guarantee the delivery of any reward, incentive or other prize offered by you; (iii) each Donor or entrant in the Promotion

releases ZA Care from any and all liability and (iv) all questions concerning the Promotion must be directed to you and not to ZA Care.

If you or any other third party offer to match funds raised for a Charity through ZA Care Services, you or such third party are solely responsible for providing those matching funds to the Charity and for complying with any legal obligations associated with such a match. ZA Care shall have no responsibility for providing such matching funds, ensuring that you or the third party provides those funds, or ensuring any relevant legal obligations are met.

(4) **Events on ZA Care:** ZA Care enables Charities to offer and Users to register for events, such as marathons, walks, rides, and other similar events (collectively, "Events") which may require a registration fee, as determined by the Organizers of these events ("Event Organizers"). Event Organizers may establish a page on ZA Care that provides details about their Event and provides the ability to collect Event registration fees through ZA Care. Event Organizers shall be solely responsible for such Events, including but not limited to any participation requirements, obtaining any and all necessary permits and waivers, and ensuring such Event complies with applicable law. Event Organizers shall be solely responsible for determining the amount of Event registration fees and providing any associated discounts, promotions, or refunds.

- **Receipt of Registration Fees:** Receipt of registration fees, minus any applicable Payment Processor Fees, is based upon and subject to the Payment Processor's procedures and terms.
- ZA Care does not withhold funds for tax purposes or otherwise. Event Organizers will be solely responsible for taxes based on applicable international, local or any other taxes or levies.
- **Chargebacks and Refunds:** Occasionally, an Event Registrant may dispute a credit card charge for a Donation through ZA Care Services. All refunds for event registrations are handled by Event Organizers. ZA Care is not responsible for handling or communicating an Event Organizer's refund policy or processing refunds, including without limitation for any errors processing a refund, the failure to provide a refund, the failure of an Event Organizer to communicate about a refund, or any chargebacks related to a refund. Donors should contact an Event Organizer concerning a refund. Event Organizers agree to deal exclusively with Event registrants concerning refunds.
- **Data Retention:** You acknowledge that ZA Care has no obligation to you to retain data relating to any account or Campaign. You acknowledge that ZA Care reserves the right to delete data or to terminate accounts or Campaigns at any time and for

any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

5. Compliance with law and User Content

- (1) You are fully responsible for compliance with all applicable law in relation to your Campaign or use of the Services. You are fully responsible for all User Content that you upload, post, publish, display, transmit or otherwise use (hereinafter, "User Content"). If you are not the beneficiary of the Campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service.

- (2) You are responsible for all of your activities in connection with the Service. You shall not, and shall not permit any third party using your account to, take any action, or submit User Content, that:
 - infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;
 - you know is false, misleading, or inaccurate;
 - is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy;
 - constitutes unsolicited or unauthorised advertising or promotional material or any junk mail, spam, or chain letters;
 - contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password, or other information of ZA Care or any third party; or
 - impersonates any person or entity, including any employee or representative of ZA Care.

Additionally, you shall not: (j) take any action that imposes or may impose (as determined by ZA Care in its sole discretion) an unreasonable or disproportionately large load on ZA Care's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures ZA Care may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable laws and regulations.

ZA Care does not guarantee that any Content will be made available through the Service, but the availability of such Content must not be interpreted as an indication that ZA Care approves such Content. ZA Care has no obligation to monitor the Service or Content. ZA Care reserves the right to, at any time, for any reason, and without notice: (i) cancel, reject, interrupt, remove, or suspend a Campaign or Event; (ii) remove, edit, or modify any Content, including, but not limited to, any User Content; and (ii) remove or block any User or User Content; but the failure of ZA Care to exercise such right must not be interpreted as an indication of approval by ZA Care. ZA Care reserves the right not to comment on the reasons for any of these actions.

- (3) With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto.
- (4) By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant ZA Care and its affiliated companies and Users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.
- (5) Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby hold harmless ZA Care and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness).
- (6) If any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s)

for the benefit of ZA Care in a manner fully consistent with the licenses, waivers and releases set forth above.

- (7) You acknowledge that your use of the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or ZA Care's exploitation thereof), and that the consideration for subject matter of this agreement is the opportunity to use the Services.

6. Donors Conduct

In order to register for an Event and/or contribute to a Charity, a Donor will be required to provide ZA Care information regarding its credit card or other payment instrument ("Payment Instrument") that is linked to the Donor's account on the Services (a "Billing Account"). You, as a Donor, represent and warrant to ZA Care that such information is true and that you are authorized to use the applicable Payment Instrument.

ZA Care uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any payments or Donations made, and Donor acknowledge that by paying for an event and/or contributing a Donation to a Campaign, the Donor agrees to the processing, use, transfer or disclosure of data by our Payment Processors pursuant to any and all applicable terms set forth by our payment partners (currently, Stripe), in addition to these Terms of Service, Stripe Terms of Service.

7. Payment Processors

ZA Care uses Payment Processors to process Payments for your Events and Donations for your Campaigns and thereafter deliver it to you. In order to withdraw funds from a Campaign, a Campaign Organizer or, if not the same, Beneficiary (collectively "Withdrawing Entity") will be required to provide the Payment Processor information regarding bank account information ("Withdrawing Account"). You, as Withdrawing Entity, represent and warrant to Payment Processor and ZA Care that such information is true and that you are authorized to use the applicable Withdrawing Account.

By setting up a Campaign or accepting the role of Beneficiary to a Campaign, the Withdrawing Entity agrees to the processing, use, transfer or disclosure of data by the Payment Processors pursuant to any and all applicable terms set forth by the applicable Payment Processors (currently, Stripe), in addition to these Terms of Service, including Stripe Terms of Services.

8. Termination

You agree that ZA Care, in its sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any Users Content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

9. Users Disputes

You agree that you are fully responsible for your interactions with any other Users in connection with the Services and ZA Care will have no liability or responsibility with respect thereto. ZA Care reserves the right, but has no obligation, to become involved in any way with disputes between you and any other Users of the Services.

10. Indemnification

You shall defend, indemnify, and hold harmless ZA Care, its affiliates, and each of its and its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable legal ' fees, that arise from or relate to your use or misuse of, or access to, the Service and Content, or otherwise from your User Submissions, violation of the Terms of Service, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. ZA Care reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with ZA Care in asserting any available defences.

11. Limitation of Liability

In no event shall ZA Care, nor its directors, employees, agents, partners, suppliers, or content providers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the Services (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages. ZA Care is not liable for any damages or loss incurred related to Donations or any other use of the Service. This includes, but is not limited to, delivery of goods and services, donations, and any other terms, conditions, warranties, or representations associated with campaigns on the Site. ZA Care does not oversee the performance or punctuality of Campaigns or Events. ZA Care does not endorse or support any User Submissions -- nothing that ZA Care does or says or omits

to do or omits to say should be interpreted as any kind of endorsement or support by ZA Care.

12. Trademark of ZA Care and Intellectual Property Rights

- (1) You acknowledge and agree that the Services may contain content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws ("Services Content"). Except as authorized by ZA Care, you agree not to modify, copy, rent, lease, loan, sell, distribute or create derivative works based on the Services, the Services Content, or Content, in whole or in part, except your own User Content that you legally upload to the Services.
- (2) In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Za Care from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).
- (3) Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited.
- (4) The technology and software underlying the Services or distributed in connection therewith are the property of ZA Care, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by ZA Care.
- (5) The ZA Care name and logos are trademarks and service marks (collectively the "ZA Care Trademarks"). Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of ZA Care Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of ZA Care Trademarks will inure to our exclusive benefit.
- (6) Under no circumstances will ZA Care be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content.

13. Third Party Services

- (1) The Services or third parties may provide or facilitate links, tools, widgets, or other features that allow you to access other sites, services and resources provided by third

parties (collectively, "Third Party Services"). ZA Care has no control over such Third Party Services or any products, services or content made available through or by such Third Party Services, and ZA Care is not responsible for and does not endorse such Third Party Services or the products, services or content made available thereby.

- (2) You acknowledge that ZA Care is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Services. You acknowledge and agree that ZA Care will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Services.
- (3) Any dealings you have with third parties while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Services.
- (4) You agree that ZA Care is not liable for any loss or claim that you may have against any such third party.

14. Governing Law

- (1) These Terms of Service shall be governed by and construed in accordance with the laws of Hong Kong SAR.
- (2) You agree that ZA Care and its Services are deemed a passive website that does not give rise to personal jurisdiction over ZA Care or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than Hong Kong.
- (3) You agree that any action at law or in equity arising out of or relating to these terms, or your use or non-use of the Services, shall be filed only in Hong Kong and you hereby consent and submit to Hong Kong courts for the purposes of litigating any such action.
- (4) This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any rights of any third party to enforce or rely on any provision of this Agreement, and the application of any legislation giving rise to or conferring on third parties contractual or other rights in connection with this Agreement is hereby expressly excluded.

15. Severability

These Terms of Service and other referenced material are the entire agreement between you and ZA Care with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ZA Care with respect to the Service and govern the future relationship. If any provision of the

Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

16. Miscellaneous

- ZA Care shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond ZA Care's reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes mechanical, electronic, or communications failure or degradation.
- The Terms of Service are personal to you, and are not assignable, transferable, or sublicensable by you except with ZA Care's prior written consent. ZA Care may assign, transfer, or delegate any of its rights and obligations hereunder without consent.
- No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect.
- All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service