



CLEAR FUTURE TECHNOLOGIES LIMITED – GENERAL END USER LICENCE AGREEMENT

1. INTRODUCTION

1.1 This General End User Licence Agreement (the "**Agreement**") applies to:

- (a) your downloading, installing and/or using any software we make available to you, including any connected software or services, any documentation relating to the use of the software (the "**Documentation**") and any Updates we may make available to you for such software (collectively, the "**Software**");
- (b) your access to services that are made available by us in relation to certain Software (the "**Services**"); and
- (c) any text, images, graphics, photos, sounds, music, videos, audio visual combinations, interactive content and any other media, content or information that may be made available to you through the Software or any of our Services (together, the "**Content**"),

the Software, Services and Content together being the "**Licensed Items**".

1.2 By accessing or using any Licensed Items, you are agreeing to be bound by this Agreement between you and **Clear Future Technologies Limited**, a Hong Kong-registered company with its registered address at 10th floor, United Centre, 95 Queensway, Hong Kong ("**we**", "**our**" and "**us**").

1.3 You must only use the Licensed Items:

- (a) if you agree to this Agreement;
- (b) if you can lawfully enter into this Agreement with us in accordance with applicable laws and regulations; and
- (c) if applicable laws and regulations permit you to use the Licensed Items where you are when you use them.

1.4 You must comply with this Agreement in your use of the Licensed Items and only use the Licensed Items as permitted by applicable laws and regulations, wherever you are when you use them. Please review this Agreement and our policies and instructions to understand how you can and cannot use the Licensed Items. By using the Licensed Items, you acknowledge and agree to the terms of this Agreement. If you do not agree to any such terms, you may not use the Licensed Items.

1.5 If you are using any Licensed Items on behalf of a company, partnership, association, government or other organisation (your "**Organisation**"), you warrant that you are authorised to do so and that you are authorised to bind your Organisation to this Agreement and in such circumstances "you" will include your Organisation.



2. ITEM SPECIFIC TERMS

- 2.1 In addition to this Agreement, certain Licensed Items may have specific terms and conditions and policies applicable to their use ("**Item Specific Terms**"), as notified by us to you from time to time. These Item Specific Terms, which are incorporated by reference into this Agreement, may include terms and conditions relating to:
- (a) the specific manner in which the Licensed Item is to be accessed, downloaded, installed or used;
 - (b) payment method and terms;
 - (c) any time limit on your use of the Licensed Items;
 - (d) any geographic limit on your use of the Licensed Items (e.g. certain Licensed Items may only be used in certain countries due to licensing restrictions);
 - (e) any specific restrictions on your access and/or use of the Licensed Items, including third party terms and conditions relating to Software, Content or other intellectual property rights which may form part of the Licensed Items; and/or
 - (f) any digital rights management measures applicable to the Licensed Items.

3. CHANGES TO THIS AGREEMENT

- 3.1 We may make changes to this Agreement over time, so please come back and review it. In addition, we may from time to time (and to the extent permitted by applicable laws and regulations) add, change or remove features from the Licensed Items (including in relation to whether or not any particular Licensed Item is free of charge or not), or suspend or terminate use of the Licensed Items altogether. We will give you 14 days' notice of any material changes to this Agreement or the Licensed Items.
- 3.2 By continuing to use the Licensed Items after we make any changes to this Agreement or the Licensed Items, with or without notice from us, you are agreeing to be bound by the revised Agreement.

4. LICENCE TO USE THE LICENSED ITEMS

- 4.1 The Licensed Items are property belonging to us and our licensors. They are protected by copyright laws and other intellectual property rights laws worldwide. Except as expressly set out in this Agreement, you have no right to use our intellectual property rights. In particular, you have no right to use our trade marks or product names, logos, domain names or other distinctive brand features without our prior written consent. Any comments or suggestions you may provide regarding the Licensed Items are entirely voluntary and we will be free to use these comments and suggestions in our discretion without any payments or other obligations to you.
- 4.2 We grant you the following relevant licences in relation to the Software, Services and/or Content, subject to the terms of this Agreement.

Software Licence



- 4.3 We grant you a limited, personal, non-exclusive, non-sub-licensable and non-transferrable (except as provided below) and revocable licence, under which you may:
- (a) use one copy of the Software in object code format only on a single device for your use in accordance with the Documentation and this Agreement, except that where the Documentation expressly states that you may use more than one copy of the Software and/or use the Software on more than one device, you may do so in accordance with the Documentation;
 - (b) make one copy of the Software in object code format for back-up or archival purposes only; and
 - (c) use the Services for your relevant Software (if any), subject to Clause 4.7 below,
- the above licence being the "**Software Licence**".
- 4.4 We grant you the Software Licence on a perpetual basis, except where we notify you otherwise (e.g. where we notify you that your payment for the relevant licence is on a periodic, non-perpetual basis that is conditional on periodic licensing payments being made by you, or where your Software Licence is conditional on your purchase of certain Services from us). Where the Software Licence is perpetual, it is non-revocable by us except where you terminate this Agreement in accordance with its terms, in which case your Software Licences will also immediately terminate.
- 4.5 The Software Licence does not in itself grant you any rights to any updates to the Software – such rights are only acquired by you pursuant to your purchase of relevant maintenance and support Services. Where we do provide you with any updates to the Software pursuant to such maintenance and support Services, such updates are part of the Software and are subject to the above Software Licence.
- 4.6 You may not copy, modify, reverse compile, reverse engineer or extract source codes from the Software, except to the extent that you are entitled to do so under applicable laws or regulations or you have our prior written consent to do so. Where applicable laws or regulations entitle you to reverse compile or extract source codes from the Software, you will first contact us to request the information you need.

Services Licence

- 4.7 Where Services are made available as part of your use of Software under this Agreement, we grant you a limited, personal, non-exclusive, non-sub-licensable and non-transferrable (except as provided below) and revocable licence to use the Services in accordance with the Documentation and this Agreement. The duration of such Services provision will be as determined by us at our sole discretion (unless we expressly agree another duration with you).

Content Licence

- 4.8 We grant you a limited, personal, non-exclusive, non-sub-licensable and non-transferrable (except as provided below) and revocable licence to access and use the Content through the means provided in the Software or the relevant service for your use. The duration of such Content provision will be as determined by us at our sole discretion (unless we expressly agree another duration with you).



5. RESTRICTIONS ON YOUR USE OF THE LICENSED ITEMS

5.1 You may not, nor may you permit any other person to:

- (a) use the Licensed Items in any manner or for any purpose which:
 - (i) breaches this Agreement or contravenes any applicable laws and regulations; or
 - (ii) encourages any person or entity to breach this Agreement or contravenes any applicable laws and regulations;
- (b) use the Licensed Items in any manner or for any purpose which may cause any harm or damage to us or our customers;
- (c) use the Licensed Items to gain unauthorised access to any system, account or data;
- (d) sub-license, rent, lease or sell the Licensed Items (except where you and us have expressly agreed otherwise);
- (e) directly or indirectly charge others for use or access to the Licensed Items (except where you and us have expressly agreed otherwise);
- (f) directly or indirectly suggest our support or endorsement of any product, service or content (including any personal web site);
- (g) transmit unauthorised communications through use of the Licensed Items, including junk mail or spam;
- (h) make the Licensed Items publicly available or available on any network for copying, download or use by any person or persons;
- (i) remove, obscure or modify any copyright, trade mark or other proprietary rights notice, marks or indications found in or on the Licensed Items;
- (j) misrepresent the source or ownership of the Licensed Items;
- (k) reverse engineer, decompile or disassemble the Licensed Items or otherwise discover the source code of the Licensed Items, or attempt to do any of the foregoing (to the extent that under applicable laws and regulations in your jurisdiction you have any right to access source codes for the purpose of integrating the Software with the operation of any other software, you will seek to obtain such source codes from us prior to exercising your right to access the source codes);
- (l) copy, reproduce, adapt, modify, translate or create derivative works from the Licensed Items, lend, hire, rent, perform, sub-license, make available to the public, broadcast, distribute, transmit or otherwise use any Licensed Item in whole or in part in any manner not expressly permitted by this Agreement, or attempt to do any of the foregoing (except where you and us have expressly agreed otherwise). You may, however, make one backup copy of the Software only for your archival purposes; such backup copy may not be transferred to any third party for any reason;



- (m) attempt to disrupt or interfere with the Licensed Items including manipulating the legitimate operation of the Licensed Items;
 - (n) use cheats, exploits, automation software or any unauthorised third party software designed to modify or interfere with the Licensed Items;
 - (o) disrupt or overburden any computer or server used to offer or support the Licensed Items, or other users' use of the Licensed Items; or
 - (p) develop any plug-ins, external components, compatibles or interconnection elements or other technology that inter-operate with the Licensed Items, except where we expressly permit you to do so via our Software (and where this is the case, your use of such Software may be subject to additional terms and conditions as notified by us to you).
- 5.2 Please note that there may be technological measures in the Licensed Items that are designed to prevent unlicensed or unauthorised use of the Licensed Items or use of the Licensed Items in breach of this Agreement. You agree that we may use these measures and that you will not seek to disable or circumvent them in any way.
- 5.3 In some countries, there are restrictions on the use of the Licensed Items. It is your responsibility to ensure that you are legally allowed to use the Licensed Items where you are located.
- 5.4 You may not sub-license any Licensed Items to any third parties, except as expressly consented to by us in advance and at our sole discretion (such permitted sub-licensees being the "**End Users**"). You agree that, if we agree to such sub-licensing:
- (a) the sub-licensing is subject to any terms and conditions as required by us, including (if required by us) our prior approval of:
 - (i) the relevant End User; and
 - (ii) the relevant terms of sub-license to the End User;
 - (b) you will ensure that the End User complies with the terms of this Agreement in their use of the Licensed Items, and take any actions as reasonably required by us in relation to ensuring the End User's compliance with this Agreement;
 - (c) you will ensure that your sub-licensing terms (pursuant to paragraph (a) above) will incorporate provisions that allow us to enforce those sub-licensing terms (as a third party beneficiary pursuant to the *Contracts (Rights of Third Parties) Ordinance (Cap 623)*) directly against the End Users;
 - (d) you will immediately notify us if the End User breaches this Agreement (or you suspect that the End User may breach this Agreement); and
 - (e) you will ensure that any agreement between you and the End User in relation to the Licensed Items is consistent with this Agreement (including incorporating provisions effecting paragraphs (b) and (c) above).



6. **INSTALLATION AND USE**

- 6.1 You must ensure that your device meets the requirements for installing and using the Licensed Items set out in the Documentation, including any requirements as to operating system and compatibility.
- 6.2 During installation, the Licensed Items may uninstall or disable other software running on your device. Depending on the Licensed Items, you may be required to activate the Licensed Items or certain functionality in it in the manner described in the applicable Documentation. If you do not comply with the installation instructions, you may not be able to use the Licensed Items or certain functionality may not be available to you.
- 6.3 Your use of the Licensed Items may require an internet connection in order to authenticate the Licensed Items or perform other functions. In order for the functionality and/or performance expected of the Licensed Item to be achieved, you may be required to obtain and maintain an adequate internet connection.

7. **UPDATES AND CHANGES TO THE LICENSED ITEMS**

- 7.1 We may, in our discretion, distribute corrections, updates, upgrades and new versions of the Licensed Items (each, an "**Update**"). You agree to receive and permit us to deliver Updates to your device, and you acknowledge that, if you do not accept and install the Update, the Licensed Items may no longer operate with the full functionality or performance described in the Documentation or operate at all.
- 7.2 We reserve the right, in our discretion, to change or limit the functionality and performance of the Licensed Items, including withdrawing support or access to the Licensed Items, and to prevent the use of any Licensed Items in relation to which all available Updates have not been installed.

8. **PROFESSIONAL SERVICES AND TECHNICAL SUPPORT**

- 8.1 We may in our discretion provide separate professional services to you in relation to the Software (including maintenance services), subject to the terms and conditions of any separate agreement between us in relation to such services.
- 8.2 In addition to the services contemplated under Clause 8.1, we may from time to time in our discretion provide technical support for the Licensed Items (whether for free or for a fee). We provide such technical support without any guaranty or warranty of any kind.

9. **PAYMENTS, FEES AND CHARGES**

- 9.1 You may from time to time be required to make payments to us or other third parties in relation to the Licensed Items, such as for your licence to use the relevant Licensed Items. You agree that any use by you of the Licensed Items may be subject to such payments being received by us, and you are responsible for all such payments and related payment obligations under this Agreement.
- 9.2 You agree that all such payments from you are subject to, and you will comply with, all terms and conditions of the relevant payment service (whether that payment service provider is us or a third party), in addition to any other relevant terms of this Agreement. We bear no responsibility for any transactions processed by, or any payments made to, a third party, whether or not in connection with the relevant Licensed Items. You agree that you are solely responsible for all fees and taxes



associated with any Licensed Items, and that pricing and availability of all Licensed Items are subject to change at any time.

- 9.3 You agree that any payments you make to us in exchange for your use of any Licensed Items is final and non-refundable, except where otherwise specified by us for a particular Licensed Item or as specified under Clause 16. OTHERWISE, SUBJECT TO MANDATORY APPLICABLE LAWS AND REGULATIONS, IN NO CIRCUMSTANCES WILL WE BE REQUIRED TO PROVIDE A REFUND FOR ANY PAYMENTS MADE BY YOU TO US IN RELATION TO ANY LICENSED ITEMS (WHETHER USED OR UNUSED).
- 9.4 You agree that the relevant Item Specific Terms may specify further terms that are applicable to payments you make in relation to a particular Licensed Item (for instance, payment methods for specific Licensed Items), and you will comply with such further terms.
- 9.5 You agree to provide all relevant internet connections, equipment and other requirements that are needed for the Licensed Items to be functional.
- 9.6 Please be aware that you may incur telecommunications, internet and other charges, fees and expenses in association with your use of the Licensed Items. You are responsible for paying all such charges, fees and expenses.

10. **OPEN SOURCE SOFTWARE**

- 10.1 Some Licensed Items may contain software that are subject to "open source" licences (the "**Open Source Software**"). Where we use such Open Source Software, please note that there may be provisions in the Open Source Software's licence that expressly override this Agreement (including this Agreement), in which case such provisions shall prevail to the extent of any conflict.

11. **USE OF YOUR DEVICE**

- 11.1 In order for us to provide the Licensed Items to you, we may require access to and/or use of your relevant device (eg mobile phone, tablet or desktop computer) that you use to access the Licensed Items – for example, we may need to use your device's processor and storage to complete the relevant Software installation.
- 11.2 We will provide further information regarding how the Software uses and accesses your device within the Software or in another manner (eg via the relevant app store as part of the installation process for the Software on your device). You acknowledge that if you do not provide us with such right of use or access, we may not be able to provide the Licensed Items to you.

12. **THIRD PARTY SOFTWARE, CONTENT AND SERVICES**

- 12.1 We are not responsible for and we do not endorse, support or guarantee the lawfulness, accuracy or reliability of any content submitted to, transmitted or displayed by or linked by the Licensed Items, including content provided by other users or by our advertisers. You acknowledge and agree that by using the Licensed Items, you may be exposed to content which is inaccurate, misleading, defamatory, offensive or unlawful. Any reliance on or use of any content on or accessible from the Licensed Items by you is at your own risk. Your use of the Licensed Items does not give you any rights in or to any content you may access or obtain in connection with your use of the Licensed Items.



- 12.2 We do not guarantee the quality, reliability or suitability of any third party services provided, made available, advertised or linked through the Licensed Items and we will bear no responsibility for your use of or relationship with any such third parties or third party services.
- 12.3 We may review (but make no commitment to review) content or third party services made available through the Licensed Items to determine whether or not they comply with our policies, applicable laws and regulations or are otherwise objectionable. We may remove or refuse to make available or link to certain content or third party services if they infringe intellectual property rights, are obscene, defamatory or abusive, violate any rights or pose any risk to the security or performance of the Licensed Items.
- 12.4 There may be, from time to time, third party content and services on the Licensed Items that are subject to further terms – for examples, terms from the relevant third party that originally produced or created such content or service. You agree to comply with any such further terms and conditions as notified to you in relation to your use of such third party content and services.
- 12.5 Clauses 12.1 to 12.4 applies to any software supplied by third parties (including software, plug-ins, tools, codecs, data and content within such software) for use in connection with, or incorporated within, the Software ("**Third Party Software**"), including your use of such Third Party Software. In addition:
- (a) we have no liability for, we are not responsible for, and we do not endorse, support or guarantee the quality, reliability or suitability of any such Third Party Software. Any reliance on or use of such Third Party Software is at your own risk;
 - (b) you must comply with any additional terms and conditions applicable to any such Third Party Software. We will notify you of any such additional terms and conditions within the Licensed Items, within an Appendix to this Agreement and/or in another manner; and
 - (c) we do not provide any technical support for any Third Party Software. Please contact the relevant supplying third party for such technical support.
- 12.6 We are not responsible for and we do not endorse, support or guarantee the quality, reliability or suitability of any content, software, plug-ins, tools or data supplied by third parties for use in connection with the Licensed Items. Any reliance on or use of such content, software, tools, plug-ins or data is at your own risk. You must comply with any additional terms and conditions applicable to any third party content, software, tools, plug-ins and data.
13. **WARRANTY AND DISCLAIMER**
- 13.1 We warrant to you that we will provide Licensed Items using reasonable care and skill.
- 13.2 APART FROM THE WARRANTY AT CLAUSE 13.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, THE LICENSED ITEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER US NOR ANY OF OUR AFFILIATE COMPANIES MAKE ANY REPRESENTATION OR WARRANTY OR GIVES ANY UNDERTAKING IN RELATION TO THE LICENSED ITEMS OR ANY CONTENT SUBMITTED, TRANSMITTED OR DISPLAYED BY THE LICENSED ITEMS, INCLUDING:
- (a) ANY REPRESENTATION, WARRANTY OR UNDERTAKING THAT THE LICENSED ITEMS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR FREE FROM VIRUSES;



- (b) THAT THE LICENSED ITEMS WILL BE COMPATIBLE WITH YOUR DEVICE; OR
- (c) THAT THE LICENSED ITEMS WILL BE OF MERCHANTABLE QUALITY, FIT FOR A PARTICULAR PURPOSE OR NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, YOU WAIVE ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.

14. LIABILITY

14.1 TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, THE TOTAL AGGREGATE LIABILITY OF US AND OUR AFFILIATE COMPANIES FOR ALL CLAIMS IN CONNECTION WITH THESE TERMS OR THE LICENSED ITEMS, ARISING OUT OF ANY CIRCUMSTANCES, WILL BE LIMITED TO THE GREATER OF THE FOLLOWING AMOUNTS:

- (a) THE AMOUNT THAT YOU HAVE PAID TO US FOR YOUR USE OF THE LICENSED ITEMS TO WHICH THE CLAIM RELATES IN THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM; AND
- (b) USD100 (ONE HUNDRED US DOLLARS).

14.2 TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATE COMPANIES BE LIABLE FOR ANY OF THE FOLLOWING:

- (a) IN CONNECTION WITH THESE TERMS OR THE LICENSED ITEMS, FOR ANY DAMAGES OR LOSSES CAUSED BY:
 - (i) ANY NATURAL DISASTER SUCH AS FLOODS, EARTHQUAKES OR EPIDEMICS;
 - (ii) ANY SOCIAL EVENT SUCH AS WARS, RIOTS OR GOVERNMENT ACTIONS;
 - (iii) ANY COMPUTER VIRUS, TROJAN HORSE OR OTHER DAMAGE CAUSED BY MALWARE OR HACKERS;
 - (iv) ANY MALFUNCTION OR FAILURE OF OUR OR YOUR SOFTWARE, SYSTEM, HARDWARE OR CONNECTIVITY;
 - (v) IMPROPER OR UNAUTHORISED USE OF THE LICENSED ITEMS;
 - (vi) YOUR USE OF THE LICENSED ITEMS IN BREACH OF THESE TERMS; OR
 - (vii) ANY REASONS BEYOND OUR REASONABLE CONTROL OR PREDICTABILITY;
- (b) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES; AND/OR
- (c) FOR ANY LOSS OF BUSINESS, REVENUES, PROFITS, GOODWILL, CONTENT OR DATA.



14.3 Nothing in this Agreement limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under applicable laws and regulations:

- (a) any liability for fraud;
- (b) any liability for death or personal injury caused by our negligence; or
- (c) any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws and regulations.

14.4 NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY OF YOUR STATUTORY RIGHTS IN YOUR JURISDICTION (INCLUDING ANY RIGHTS UNDER APPLICABLE CONSUMER PROTECTION REGULATION), TO THE EXTENT THESE MAY NOT BE EXCLUDED OR WAIVED UNDER APPLICABLE LAWS AND REGULATIONS.

14.5 YOU AGREE THAT YOU (AND YOUR ORGANISATION, IF YOU ARE USING THE LICENSED ITEMS ON BEHALF OF SUCH ORGANISATION) INDEMNIFY US AND OUR AFFILIATE COMPANIES FROM AND AGAINST ANY CLAIM, SUIT, ACTION, DEMAND, DAMAGE, DEBT, LOSS, COST, EXPENSE (INCLUDING LITIGATION COSTS AND ATTORNEYS' FEES) AND LIABILITY ARISING FROM:

- (a) YOUR USE OF THE LICENSED ITEMS; OR
- (b) YOUR BREACH OF THESE TERMS.

15. **NO LIABILITY FOR THIRD PARTIES**

15.1 As set out in Clause 12, various third parties may provide certain content, services or software within the Licensed Items.

15.2 THESE TERMS GOVERN THE RELATIONSHIP BETWEEN YOU AND US (AND, WHERE RELEVANT, OUR AFFILIATES). YOUR DEALINGS WITH ALL THIRD PARTIES, INCLUDING THOSE FOUND THROUGH THE LICENSED ITEMS, ARE SOLELY BETWEEN YOU AND THE RELEVANT THIRD PARTY. SUBJECT TO MANDATORY APPLICABLE LAWS AND REGULATIONS, WE AND OUR AFFILIATE COMPANIES HAVE NO LIABILITY TO YOU IN RELATION TO ANY THIRD PARTIES, INCLUDING ANY CONTENT, SERVICES OR SOFTWARE PROVIDED BY SUCH THIRD PARTIES WITHIN THE LICENSED ITEMS.

16. **TERM, SUSPENSION AND TERMINATION**

16.1 The licence granted to you under this Agreement will commence on the earlier of the date that you:

- (a) accept the terms and conditions of this Agreement; or
- (b) download, copy, install, access or use any Licensed Items, and

and such licence will expire with respect to each Licensed Item on the date upon which you dispose of the Licensed Item or the termination date, if terminated by us, as set out below.



- 16.2 We may suspend your access to or use of any Licensed Items or terminate this Agreement if:
- (a) you have breached, or we reasonably believe that you have breached, any terms or conditions of this Agreement;
 - (b) your use of the Licensed Items creates risk for us or for other users, gives rise to a threat of potential third party claims against us or is potentially damaging to our reputation;
 - (c) you attempt to circumvent the technical protection measures for the Licensed Items; or
 - (d) where we cease to support that Licensed Item.

16.3 Suspension or termination of your licence to the relevant Licensed Items or this Agreement will not limit any of our rights or remedies at law or in equity.

16.4 Upon expiry or termination of this Agreement (in whole or in respect of any particular Licensed Items), you will immediately and permanently delete all copies of the Licensed Items to which the expiry or termination relates and you will immediately cease accessing and using any Software and Services relating to that Licensed Items.

17. RETENTION AND BACK-UP OF YOUR DATA

17.1 If you provide, submit or upload to us any content or information as part of our provision of the Licensed Items to you ("**Content**"), you agree that:

- (a) you will continue to own the Content; and
- (b) you are giving us and our affiliate companies a perpetual, non-exclusive, sub-licensable, royalty-free and worldwide licence to use the Content for our business purposes (including the provision of the Licensed Items to you), with no fees or charges payable by us to you.

17.2 Following termination of this Agreement, we will only retain and use any content you have provided to us in your use of the Licensed Items in accordance with this Agreement and applicable laws and regulations.

17.3 We do not guarantee that we will be able to return any data, information, media or other content submitted, uploaded, transmitted or displayed by you using the Licensed Items back to you following suspension or termination of this Agreement or after you cease using the Licensed Items. We may permanently delete such data, information, media or other content without notice to you at any time after termination. Please ensure that you regularly back up data, information, media and other content.

18. GENERAL

18.1 This Agreement is the entire agreement between you and us in relation to the Licensed Items. The words "include" and "including" are to be construed without limitation. The invalidity of any provision of this Agreement (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision). If a court holds that we cannot enforce any part of this Agreement as drafted, we may replace those terms with similar terms to the extent enforceable under applicable laws and regulations, without changing the remaining terms of this Agreement. No delay in enforcing any provision of this Agreement will be construed to be a waiver of any rights under that provision. Any rights and obligations under this Agreement which by their nature should survive, including any obligations in relation to the liability of, or



indemnities (if any) given by, the respective parties, will remain in effect after termination or expiration of this Agreement. Our failure to enforce or exercise any of the terms in this Agreement is not a waiver of those relevant terms.

- 18.2 We may notify you by email, postal mail, postings within the Software or the Services, or other legally acceptable means. Any notices from you to us under this Agreement must be sent to the following contact details : salescf@clearfuturetech.com
- 18.3 Except as contemplated under Clause 5.4 and except for our Affiliates where referenced under Clauses 13, 14 and 15, no person other than you and us will have any rights:
- (a) under or in connection with this Agreement (including under the *Contracts (Rights of Third Parties) Ordinance (Cap 623)*); and
 - (b) to enforce this Agreement against any person.
- 18.4 You may not delegate, assign or transfer this Agreement or any rights or obligations under this Agreement without our prior consent. We may freely assign, transfer or sub-contract this Agreement or our rights and obligations under this Agreement, in whole or in part, without your prior consent or prior notice to you.

19. **GOVERNING LAW AND DISPUTE RESOLUTION**

19.1 Except to the extent that:

- (a) any applicable additional terms incorporated into this Agreement provide differently, or
- (b) the applicable laws and regulations of your jurisdiction mandate otherwise (for example, you may have statutory rights in your jurisdiction in relation to bringing or defending claims in a local court (including small claims court)):

this Agreement and any dispute or claim arising out of or in connection with this Agreement will be governed by the laws of the Hong Kong Special Administrative Region, and any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with this Agreement, including their existence, validity, interpretation, performance, breach or termination, will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of the arbitration will be Hong Kong. There will be one arbitrator only. The arbitration proceedings will be conducted in English.

- END -