

ASIAN COMPLAINEE FORUM

Terms of Use

The following terms and conditions (these “**Terms of Use**” or “**Terms**”), govern your access to and use of www.complianceforum.asia (the “**Website**”), including any content, functionality and services offered on or through the Website, by The Compliance Forum (“**We**” or “**Us**”).

Please read the Terms of Use carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

By using our Services you agree that you are over the age of 18 years who can form legally binding contracts under applicable law, and who properly create a valid account as explained below. By using our Services you agree that we reserve the right to suspend your account or stop providing our Services to at our discretion. This document is an electronic record which is generated by a computer system and does not require any physical or digital signatures.

The Website may be used to connect you with a compliance officer/consultant who will provide services to you through the Website (the “**Consultant**”).

We require every Consultant providing Consultancy Services on the Website to be an accredited, trained, and experienced licensed financial compliance consultant based on their state and/or jurisdiction. Consultants must have a relevant academic degree in their field and hands-on experience, and have to be qualified and certified by their professional board after successfully completing the necessary education, exams, training and practice requirements as applicable.

The Consultants are independent providers who are neither our employees nor agents nor representatives. The Company’s role is limited to enabling the Consultancy Services while the Consultancy Services themselves are the responsibility of the Consultant who provides them. If you feel the Consultancy Services provided by the Consultant do not fit your needs or expectations, you may change to a different Consultant who provides services through the Website.

While we hope the Consultancy Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone’s needs and that they may not be appropriate for every particular situation and/or may not be a complete substitute for a face- to-face discussion and/or care in every particular situation.

2. Your Account, Representations, Conduct and Commitments

You hereby confirm and agree that all the information that you provided in or through the Website, and the information that you will provide in or through the Website in the future, is accurate, true, current and complete. Furthermore, you agree that you will make sure to maintain and update this information so it will continue to be accurate, current and complete.

You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively “**Account Access**”). We advise you to change your password frequently and to take extra care in safeguarding your password.

You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.

You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

You agree and commit not to use the account or Account Access of any other person for any reason.

You agree and confirm that your use of the Website, including the Consultancy Services, are for your own personal use only and that you are not using the Website or the Consultancy Services for or behalf of any other person or organization.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Website's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

You agree and commit not to make any use of the Website for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Website and your relationship with the Consultants and us.

If you receive any file from us or from a Consultant, whether through the Website or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

You confirm and agree to use only credit cards or other payment means (collectively “**Payment Means**”) which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the Website, is accurate, current and correct and will continue to be accurate, current and correct.

You agree to pay all fees and charges associated with your Account on a timely basis and according to the fees schedule, the terms and the rates as published in the Website. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your Account information.

If you have any concerns about a bill or a payment, please contact us immediately by sending an email to Info@thecomplianceforum.co.uk. We will evaluate your issue on a case by case basis and, at our discretion, take steps to resolve any issue, including but not limited to helping you find a new Consultant, extending your subscription at no cost to you, and issuing partial or full refunds when applicable.

3. Third Party Content

The Website may contain links to other websites. The Website also may utilize third party services, advertisements, offers and payment systems. We are not responsible for these third party products, services or their contents. The inclusion of such a link does not imply endorsement of the Site or its contents or any association with its operators. We are not responsible for the accuracy, copyright compliance, legality, decency, or appropriateness of the content, nor the advertising, products, or other materials on such sites. Under no circumstances shall the Company be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods, or services available from third parties. Any concerns regarding any third-party website should be directed to its respective site administrator.

4. Indemnification

You will indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Website; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Terms; (d) non-payment for any of the services (including Consultancy Services) which were provided

through the Website; (e) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Term.

5. Disclaimer of Warranty, Limitation of Liability and Indemnification

THE COMPANY WILL NOT BE LIABLE FOR ANY ADVICE GIVEN BY CONSULTANTS.

YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE CONSULTANCY SERVICES OR THE WEBSITE, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY CONSULTANT AND/OR

ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE WEBSITE.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE WEBSITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS TERMS AND ANY AND ALL USE OF THE WEBSITE WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU FOR AVAILING THE CONSULTANCY SERVICE.

6. Modifications, Termination, Interruption and Disruptions to the Website

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the Website, any part of the Website or the use of the Website, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Website depends on various factors such as software, hardware and tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Website's reliability and accessibility, you understand and agree that no Website can be 100% reliable and accessible and so we cannot guarantee that access to the

Website will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

7. Miscellaneous Provisions

Survival: In the event of termination or expiration of these Terms for any reason, any provisions of these Terms that by their nature should survive termination of these Terms will survive termination of these Terms, unless contrary to the pertinent provisions herein stated.

Severability: If any term or provision in these Terms is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms, but the validity and enforceability of the remainder of these Terms shall not be affected.

Unenforceability: If any provision of these Terms or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then

provided that the essential consideration for entering into these Terms on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render these Terms as modified legal and enforceable to the maximum extent permitted under applicable laws.

No Waiver: No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of these Terms shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of these Terms may be waived or amended only in writing or mutual Terms of the Parties. A waiver by either of the Parties hereto of any of the covenants, conditions, or Terms to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or Terms herein contained (whether or not the provision is similar).

Notices: We may provide notices or other communications to you regarding this Terms or any aspect of the Website, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to acf@complianceforum.asia.

Governing Law: This Terms and our relationship with you shall both be interpreted solely in accordance with the laws of People's Republic of China excluding any rules governing choice of laws.

Dispute Resolution: You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Terms or our relationship with you, regardless of theory, shall be in a competent Chinese court. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts.

Entire Agreement: These Terms constitutes the entire agreement between you and us. You confirm that you have not relied upon any promises or representations by us except as set forth in these Terms.

Modification of Agreement: We may change this Terms by posting modifications on the Website. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of these Terms frequently. By using the Website after the changes become effective, you agree to be bound by such changes to the Terms. If you do not agree to the changes, you must terminate access to the Website and participation in its services.

Captions: The paragraph headings in these Terms are solely for the sake of convenience and will not be applied in the interpretation of these Terms.

To clear any doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of these Terms.